

## LOAN SALE AND ASSIGNMENT AGREEMENT

This Loan Sale and Assignment Agreement ("AGREEMENT") is effectively dated as of November 1, 2003, by and between MBC Leasing Corp., a Maryland corporation ("ASSIGNOR"), and Storage Transfer, LLC, a Pennsylvania limited liability company ("ASSIGNEE"). The ASSIGNOR, pursuant to this AGREEMENT, has agreed to assign, transfer and set over to the ASSIGNEE, without recourse, warranty, representation or guaranty of any kind except as set forth below, all of the ASSIGNOR'S rights, title and interest in and to the "ASSIGNED DOCUMENTS", as defined in Recital 5 below and the loan evidenced thereby ("LOAN") and the ASSIGNEE has agreed to purchase the ASSIGNED DOCUMENTS and the LOAN on the terms and conditions set forth below.

### R E C I T A L S:

R1. Pursuant to a \$35,000,000.00 Term Loan Promissory Note dated as of November 20, 1997 from Emerald Equipment Leasing, Inc. ("BORROWER") to the order of the ASSIGNOR (the "NOTE") and a Loan and Security Agreement dated as of November 20, 1997 by and between the BORROWER and the ASSIGNOR (the "LOAN AGREEMENT"), as amended by an Amendment to Loan and Security Agreement made as of December 31, 1997 by and between the BORROWER and the ASSIGNOR ("FIRST LOAN AMENDMENT") and a Second Amendment to Loan and Security Agreement made as of August 26, 1998 by and between the BORROWER and the ASSIGNOR ("SECOND LOAN AMENDMENT"), the ASSIGNOR extended a loan ("LOAN") in the maximum principal amount of Thirty-Five Million Dollars (\$35,000,000.00) to the BORROWER.

R2. The indebtedness owed under the LOAN is secured by: (a) the liens and security interests granted by the BORROWER to the ASSIGNOR pursuant to the LOAN AGREEMENT; and b) the liens and security interests granted by the BORROWER to the ASSIGNOR in an Assignment of Lease As Security made as of November 20, 1997 by and between the BORROWER and the ASSIGNOR ("LEASE ASSIGNMENT").

R3. To perfect the security interests granted by the BORROWER in the LOAN AGREEMENT, ASSIGNOR had its lien noted on the titles to approximately six thousand (6,000) chassis. In addition, ASSIGNOR filed:

- a. Personal Property Mortgages and Affidavits ("MORTGAGES") in Puerto Rico;
- b. Financing Statement No. 199739486 filed on November 19, 1997 with the Delaware Secretary of State listing Emerald as Debtor and MBC as Secured Party;
- c. Financing Statement No. 1803975 filed on November 26, 1997 with the New Jersey Secretary of State listing Emerald as Debtor and MBC as Secured Party;
- d. Financing Statement No. 1804536 filed on December 3, 1997 with the New

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- e. Jersey Secretary of State listing Emerald as Debtor and MBC as Secured Party; Financing Statement No. 28240001 filed on November 19, 1997 with the Pennsylvania Secretary of the Commonwealth listing Emerald as Debtor and MBC as Secured Party;
- f. Financing Statement No. 97 6000 filed on November 19, 1997 with the Philadelphia County Prothonotary listing Emerald as Debtor and MBC as Secured Party; and
- g. Financing Statement No. ST97-3760 filed on November 19, 1997 with the Chester County, PA Prothonotary listing Emerald as Debtor and MBC as Secured Party (collectively, "FINANCING STATEMENTS").

R4. To perfect the security interests granted by the BORROWER in the LEASE ASSIGNMENT, ASSIGNOR: (a) filed the FINANCING STATEMENTS; (b) maintained continuous possession of the original Equipment Lease Agreement made as of November 18, 1997 by and between BORROWER, as lessor, and NPR, Inc. and Holt Cargo Systems, Inc., as lessees, the Amendment to Equipment Lease Agreement made as of December 31, 1997 by and among the BORROWER, NPR, Inc. ("NPR"), Holt Cargo Systems, Inc. ("CARGO"), the ASSIGNOR, The Holt Group, Inc. ("HGI"), Holt Hauling and Warehousing Systems, Inc. ("HAULING"), Wilmington Stevedores, Inc. ("WILMINGTON"), Murphy Marine Services, Inc. ("MURPHY"), The Riverfront Development Corporation ("RIVERFRONT"), NPR Holding Corporation ("HOLDING"), NPR-Navieras Receivables, Inc. ("NAVIERAS"), and NPR S.A., Inc. ("NSI"), and the Second Amendment to Equipment Lease Agreement made as of August 26, 1998 by and among the BORROWER, NPR, CARGO, the ASSIGNOR, HGI, HAULING, WILMINGTON, MURPHY, RIVERFRONT, HOLDING, NAVIERAS, NSI, NPR S.A., Inc., San Juan International Terminals, Inc., and SJIT, Inc. (collectively, "LEASE"); and (c) obtained NPR's and CARGO's acknowledgment of the assignment of the LEASE in a Lessees' Notice, Consent, and Acknowledgment made as of November 20, 1997 ("LESSEE'S CONSENT"), and an Acknowledgment and Ratification By Lessees dated \_\_\_\_ August, 1998 ("LESSEE'S RATIFICATION").

R5. The NOTE, the LOAN AGREEMENT, the FIRST LOAN AMENDMENT, the SECOND LOAN AMENDMENT, the LEASE ASSIGNMENT, the MORTGAGES, the FINANCING STATEMENTS, the LESSEES' CONSENT, and the LESSEES' RATIFICATION are hereafter referred to collectively as the "ASSIGNED DOCUMENTS."

WITNESSETH:

NOW, THEREFORE, in consideration of these premises, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Recitals. The Recitals set forth above are true and accurate in every respect and are hereby incorporated into this AGREEMENT by reference.

2. Assignee's Agreement To Purchase The Loans And The Loan Documents. The ASSIGNEE agrees to purchase the LOAN and the ASSIGNED DOCUMENTS from the ASSIGNOR on the date of execution of this AGREEMENT, which date shall be no later than November \_\_, 2003 ("CLOSING DEADLINE"), for the sum of: (a) Six Hundred Fifty Thousand Dollars (\$650,000.00) ("CASH PORTION"); plus (b) the "SEA STAR PORTION," as defined in Section 3 (collectively, "PURCHASE PRICE"). By executing this AGREEMENT, the ASSIGNEE confirms its agreement to purchase the LOAN and the ASSIGNED DOCUMENTS from the ASSIGNOR, prior to the CLOSING DEADLINE, for a sum equal to the PURCHASE PRICE and pursuant to the other terms and conditions set forth herein.

3. Sea Star Portion. The BORROWER alleges that Sea Star Lines, LLC ("SEA STAR") is indebted to the BORROWER for the use of certain equipment securing payment of the LOAN ("EMERALD EQUIPMENT"). ASSIGNOR contends that all accounts, chattel paper, contract rights, documents, general intangibles, and instruments arising from any of the EMERALD EQUIPMENT, including any amounts due from SEA STAR to the BORROWER ("RENT") is ASSIGNOR'S collateral as well. ASSIGNEE agrees to remit to ASSIGNOR as additional consideration for the sale of the LOAN ASSETS twenty percent (20%) of the net amount, after deduction of reasonable attorneys' fees and other reasonable collection expenses, of any RENT collected from SEA STAR or any amount paid by SEA STAR in settlement of claims for RENT and received by ASSIGNEE ("SEA STAR PORTION"). Payments of the SEA STAR PORTION to ASSIGNOR shall be made within five (5) business days after receipt by ASSIGNEE of any payment of RENT or payment in settlement of RENT. The ASSIGNEE'S obligation to pay the SEA STAR PORTION shall not terminate on the maturity date of the PURCHASE NOTE, but shall continue for so long as any claims for RENT remain outstanding and unresolved.

4. Examination Of Assigned Documents. The ASSIGNEE acknowledges that it has examined, or had an opportunity to and chose not to examine, copies of each of the ASSIGNED DOCUMENTS prior to the execution of this AGREEMENT.

5. Sale Of Loans And Assigned Documents To ASSIGNEE. If: (i) this AGREEMENT is appropriately executed, and acknowledged by the ASSIGNEE and delivered to the ASSIGNOR; (ii) the ASSIGNEE remits to ASSIGNOR by certified check or wire transfer the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) on or before the CLOSING DEADLINE to be applied to the CASH PORTION of the PURCHASE PRICE; and (iii) the ASSIGNEE delivers a promissory note in the amount of Four Hundred Thousand Dollars (\$400,000.00) in the form attached hereto as Exhibit A ("PURCHASE NOTE") to ASSIGNOR to evidence ASSIGNEE'S obligation to pay the balance of the CASH PORTION of the PURCHASE PRICE on or before the CLOSING DEADLINE, the ASSIGNOR shall be deemed to have sold, assigned, and transferred to the ASSIGNEE, without recourse, warranty, representation, or guaranty of any kind, other than as specifically provided for in Section 7 of this AGREEMENT, all of the ASSIGNOR's right, title, and interest in and to the LOAN, the ASSIGNED DOCUMENTS, all of ASSIGNOR'S existing property and interests in collateral securing the LOAN (excluding, however, ASSIGNEE'S interest in the collateral that is the subject of "PENDING SALES"

as hereafter defined) and the proceeds of such PENDING SALES), and all existing claims against the BORROWER (collectively, "LOAN ASSETS"). If, however, the ASSIGNEE fails to remit to ASSIGNOR by certified check or wire transfer the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) on or before the CLOSING DEADLINE or fails to deliver the PURCHASE NOTE on or before the CLOSING DEADLINE, then the ASSIGNOR's agreement to sell the LOAN ASSETS to the ASSIGNEE pursuant to the terms and conditions of this AGREEMENT shall be null, void, and of no further force and effect. As used herein, the term "PENDING SALES" means, collectively: (a) the sales of EMERALD EQUIPMENT listed on Exhibit B-1 in which the bill of sale or schedule thereto is dated on or before October 31, 2003, but the proceeds were received by the ASSIGNOR after October 31, 2003; and (b) the sales of EMERALD EQUIPMENT listed on Exhibit B-2 for which the ASSIGNOR received the proceeds on or before October 31, 2003, but for which the ASSIGNOR had not yet delivered certificates of title or other documents necessary to convey the EMERALD EQUIPMENT to the purchasers prior to the November 1, 2003 effective date of this AGREEMENT.

6. Indemnification; Expense Allocation; Sea Star Claims.

6.1. Sea Star Indemnification. Pursuant to an Indemnity Agreement dated as of September 20, 2002 ("SEA STAR INDEMNITY"), ASSIGNOR agreed that if any trustee appointed in the case under the United States Bankruptcy Code pending in the United States Bankruptcy Court for the District of Delaware (the "BANKRUPTCY COURT") and known as "In re MUMA Services, Inc. (f/k/a Murphy Marine Services, Inc), Case Nos. 01-00926 through 01-00950 (Jointly Administered)" ("BANKRUPTCY CASE"), any party named as a defendant in any interpleader action instituted by SEA STAR in the BANKRUPTCY CASE, the Official Committee of Unsecured Creditors in the BANKRUPTCY CASE, BORROWER, NPR, CARGO, or any party claiming through or under them (jointly and severally, "COMPETING CLAIMANTS") asserted any claim, cause of action, liability, or damages against SEA STAR relating to any COMPETING CLAIMANT'S alleged entitlement to compensation for use of EMERALD EQUIPMENT during any period for which SEA STAR had paid ASSIGNOR pursuant to the SEA STAR INDEMNITY (a "PROCEEDING"), ASSIGNOR would defend the PROCEEDING at its expense. ASSIGNOR further agreed that if the BANKRUPTCY COURT or any other court of competent jurisdiction (a "COURT") determined in a PROCEEDING that a COMPETING CLAIMANT was entitled to be compensated for use of any EMERALD EQUIPMENT for any period for which SEA STAR had paid ASSIGNOR pursuant to the SEA STAR INDEMNITY, within five (5) business days after receipt by ASSIGNOR of written demand by SEA STAR, ASSIGNOR would remit to SEA STAR by certified check, cashier's check, or wire transfer: (a) the lesser of: (i) the amount to which the COURT determined the COMPETING CLAIMANT was entitled for that period; or (ii) the amount paid by SEA STAR to ASSIGNOR pursuant to the SEA STAR INDEMNITY for use of the pertinent item or items of EMERALD EQUIPMENT during that period (the "INDEMNITY PRINCIPAL AMOUNT"); plus (b) any interest on any INDEMNITY PRINCIPAL AMOUNT that a COURT determined was due to a COMPETING CLAIMANT. ASSIGNEE agrees that only in the event that MBC is obligated to indemnify SEA STAR under the SEA STAR INDEMNITY as a result of a PROCEEDING in which the COMPETING CLAIMANT is the ASSIGNEE, EMERALD or a

successor or assign of the ASSIGNEE or EMERALD (an "EMERALD CLAIMANT"), within five (5) business days after written demand by ASSIGNOR, ASSIGNEE will remit to ASSIGNOR by certified check or wire transfer the sum of: (a) any amount due from ASSIGNOR to SEA STAR under the SEA STAR INDEMNITY; plus (b) the amount of any costs or expenses, including reasonable attorneys' fees, incurred by ASSIGNOR in defending against any claim by such EMERALD CLAIMANT or in defending any claim asserted by SEA STAR under the SEA STAR INDEMNITY arising out of the claim of such EMERALD CLAIMANT; minus (c) the amount of any SEA STAR PORTION attributable to use of the pertinent item or items of EMERALD EQUIPMENT during the period that is the subject of such EMERALD CLAIMANT'S claim, if any, that the ASSIGNEE has paid to the ASSIGNOR. For purposes of illustration, if a COURT awards a particular EMERALD CLAIMANT One Hundred Fifty Dollars (\$150.00) for use of container number XXX for the period of May 1, 2001 through May 4, 2001, ASSIGNEE has collected One Hundred Dollars (\$100.00) in RENT from SEA STAR, net of collection expenses, for use of that same container during the same period and has remitted Twenty Dollars (\$20.00) to ASSIGNOR, within five (5) business days after demand by ASSIGNOR, ASSIGNEE shall remit to ASSIGNOR One Hundred Thirty Dollars (\$130.00) plus the amount of any costs or expenses, including reasonable attorneys' fees, incurred by ASSIGNEE in defending against the claim by such EMERALD CLAIMANT or in defending any claim asserted by SEA STAR under the SEA STAR INDEMNITY arising out of the claim of such EMERALD CLAIMANT.

6.2. Miscellaneous Indemnification. The ASSIGNEE shall pay, within five (5) business days after demand by ASSIGNOR, and shall indemnify and hold the ASSIGNOR harmless against, all costs and expenses of storing, insuring, maintaining, repairing, selling, or preparing for sale any of the EMERALD EQUIPMENT, including, without limitation, charges of Greenwich Terminals, LLC, incurred on or after November 1, 2003. ASSIGNOR shall use reasonable efforts to deliver: (a) Maine registrations; or (b) certificates of title or other documents necessary to convey the EMERALD EQUIPMENT to the purchaser in any transaction listed on Exhibit B-2. If the ASSIGNOR is: (a) unable to deliver Maine registrations or certificates of title or other documents necessary to convey the EMERALD EQUIPMENT to the purchaser in any transaction listed on Exhibit B-2; or (b) is able to deliver only Maine registrations and Maine registrations are not acceptable to the purchaser, the ASSIGNEE shall, upon request of the purchaser or the ASSIGNOR, either: (a) refund to the purchaser the purchase price previously paid to the ASSIGNOR as reflected on Exhibit B-2; or (b) deliver to such purchaser certificates of title or other documents necessary to convey to the purchaser substitute EMERALD EQUIPMENT acceptable to the purchaser. The ASSIGNEE shall indemnify and hold the ASSIGNOR harmless against, any and all claims asserted against the ASSIGNOR by purchasers in transactions listed on Exhibit B-2 and all costs and expenses incurred by the ASSIGNOR in connection with such claims, including reasonable attorneys' fees.

6.3. No Competing Claim Against Sea Star. ASSIGNEE agrees not to assert any entitlement to compensation from SEA STAR for use of EMERALD EQUIPMENT during any period for which SEA STAR had paid ASSIGNOR pursuant to the SEA STAR INDEMNITY.



7. Representations And Warranties By ASSIGNOR The ASSIGNOR represents and warrants to the ASSIGNEE as follows:

a. According to the ASSIGNOR'S books and records, as of October 31, 2003, the amount of advanced and unpaid principal due and owing by the BORROWER in connection with the LOAN is Two Million Eight Hundred Ninety-Two Thousand Six Hundred Sixty-Two Dollars and Sixteen Cents (\$2,892,662.16), the amount of late charges due is Eight Hundred Twenty-One Thousand Nine Hundred Sixty-Nine Dollars and Seventy-Three Cents (\$821,969.73), and the amount of accrued and unpaid interest due and owing is Nine Hundred Fifteen Thousand Five Hundred Thirty-Two Dollars and Sixty-One Cents (\$915,532.61). The interest per diem for the LOAN is Seven Hundred Thirty-Four Dollars and Fifty-Six Cents (\$734.56). However, the BORROWER may make additional payments on account of the LOAN after the date of this AGREEMENT and prior to the purchase of the LOAN ASSETS by the ASSIGNEE or ASSIGNOR may receive proceeds of PENDING SALES which will affect both the principal balance due and the rate at which interest accrues thereon. Furthermore, the ASSIGNOR is holding unapplied proceeds of sale of EMERALD EQUIPMENT pending receipt and payment of bills for expenses incurred before the November 1, 2003 effective date of this AGREEMENT that are the responsibility of the ASSIGNOR under this AGREEMENT and the responsibility of the BORROWER under the ASSIGNED DOCUMENTS. Following receipt and payment of such bills, the ASSIGNOR shall report to the ASSIGNEE the amount of the remaining unapplied cash, which ASSIGNOR warrants will not exceed Ninety Thousand Dollars (\$90,000.00), and that amount shall be deemed to have been received by the ASSIGNEE and applied to reduce the balance due on the LOAN. At the time of the purchase of the LOAN ASSETS by the ASSIGNEE, the ASSIGNOR shall provide the ASSIGNEE with a further representation as to the balance due on the LOAN as of the date of such representation.

b. The ASSIGNOR has good title to, and is the sole owner of, each of the LOAN ASSETS, and the ASSIGNOR has not transferred, assigned, or hypothecated its interest in any of the LOAN ASSETS except that ASSIGNOR has sold participations in the LOAN to parties who have authorized ASSIGNOR to transfer the LOAN ASSETS to the ASSIGNEE on the terms and conditions set forth in this AGREEMENT.

c. The ASSIGNOR has full power and authority to execute, deliver, and perform its obligations under this AGREEMENT and all documents executed in connection herewith, and to sell the LOAN ASSETS to the ASSIGNEE, and the officer executing and delivering this AGREEMENT and any other documents in connection herewith on behalf of the ASSIGNOR has been duly authorized to do so, and this AGREEMENT and all such documents are (or shall be, upon execution and delivery) valid and binding obligations of the ASSIGNOR, enforceable against the ASSIGNOR in accordance with their respective terms.

d. Exhibits B-1, B-2, and C are, collectively, a true, complete, and accurate generic listing of all equipment in which EMERALD granted the ASSIGNOR security interests in the LOAN

AGREEMENT that ASSIGNOR has sold or agreed to sell pursuant to Article 9 of the Uniform Commercial Code.

e. Exhibit D is a true, complete, and accurate list of all items of equipment in which EMERALD granted the ASSIGNOR security interests in the LOAN AGREEMENT for which ASSIGNOR had original certificates of title reflecting EMERALD as owner and the ASSIGNOR as lienholder in its possession as of October 31, 2003. Since October 31, 2003, the ASSIGNOR has relinquished or agreed to relinquish certificates of title to items of equipment listed on Exhibit D only in sale transactions, the proceeds of which will be applied to the CASH PORTION of the PURCHASE PRICE.

8. Representations And Warranties By ASSIGNEE. In addition to the representations and warranties in Sections 11 and 22 of this AGREEMENT, the ASSIGNEE represents and warrants to the ASSIGNOR as follows:

a. The ASSIGNEE has full power and authority to execute, deliver, and perform its obligations under this AGREEMENT and all documents executed in connection herewith, and to purchase the LOAN ASSETS from the ASSIGNOR, and this AGREEMENT and all such documents are (or shall be, upon execution and delivery) valid and binding obligations of the ASSIGNEE, enforceable against the ASSIGNEE in accordance with their respective terms.

b. The ASSIGNEE is represented by counsel of its choice and has exercised its own independent judgment, as determined by it to be necessary and advisable, in its decision to enter into this AGREEMENT.

c. The ASSIGNEE has reviewed copies of each of the ASSIGNED DOCUMENTS prior to executing this AGREEMENT or has been afforded an opportunity to review such documents and elected not to do so.

d. The ASSIGNEE has not relied on any representations or warranties by the ASSIGNOR regarding the enforceability of the ASSIGNED DOCUMENTS, the creditworthiness of the BORROWER, the existence, nature, or value of any collateral for the LOAN, the existence, validity, or priority of any liens securing the LOAN, or any other matter not specifically set forth in Section 5 above.

e. The ASSIGNEE (either alone or with the ASSIGNEE's attorneys, accountants, or other advisors) possesses the requisite business and investment knowledge and experience to evaluate the potential risks and merits of its purchase of the LOAN ASSETS.

f. The ASSIGNEE has sufficient financial ability and net worth to bear the economic risk of its investment in the LOAN ASSETS for an indefinite period of time and to withstand a total loss of such investment.

g. The ASSIGNEE is purchasing the LOAN ASSETS for his own account and not with a view toward transferring the LOAN ASSETS to any other party.

h. The ASSIGNEE acknowledges that none of the LOAN ASSETS has been registered under any securities laws and agrees that he will not sell or transfer any of the LOAN ASSETS except in accordance with any applicable securities laws or in a transaction exempt from all securities laws.

9. Closing. The parties hereto agree that they shall do the following things in the following order:

a. Prior to the CLOSING DEADLINE, the ASSIGNEE shall execute and deliver the original AGREEMENT to the ASSIGNOR;

b. The ASSIGNEE shall pay the CASH PORTION of the PURCHASE PRICE by remitting the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) to ASSIGNOR by certified check or wire transfer and delivering to the ASSIGNOR the PURCHASE NOTE;

c. The ASSIGNEE shall then execute and deliver to the ASSIGNOR a Security Agreement in the form attached hereto as Exhibit "E" and incorporated by reference herein and such other documents as the ASSIGNOR may require to secure the ASSIGNEE'S obligations to the ASSIGNOR under the PURCHASE NOTE and authorize ASSIGNOR to file Financing Statements in the form attached hereto as Exhibit "F" and incorporated by reference herein;

d. The ASSIGNOR shall execute and deliver to the ASSIGNEE, on or before the CLOSING DEADLINE, a fully executed copy of the AGREEMENT and the original NOTE endorsed as follows:

"For value received, pay to the order of Storage Transfer, LLC, without recourse, representation, warranty, or guaranty of any kind, other than as set forth in Section 7 of the Loan Sale and Assignment Agreement dated as of November 1, 2003 by and between MBC Leasing Corp., a Maryland corporation, and Storage Transfer, LLC."

MBC LEASING CORP.,

A Maryland Corporation

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



e. The ASSIGNOR shall execute and deliver to the ASSIGNEE such additional documents as are reasonably necessary to transfer ownership of the LOAN ASSETS to the ASSIGNEE, including UCC-3 assignments of the FINANCING STATEMENTS, provided, however, that nothing in this AGREEMENT shall require the ASSIGNOR to release its lien on any piece of EMERALD EQUIPMENT that is titled except upon: (a) payment in full of the CASH PORTION of the PURCHASE PRICE; (b) sale of such EMERALD EQUIPMENT by the ASSIGNEE; or (c) (i) sale of such EMERALD EQUIPMENT by the BORROWER; and (ii) the written request of the ASSIGNEE.

f. The ASSIGNOR shall deliver to the ASSIGNEE all executed originals of the ASSIGNED DOCUMENTS; and

g. The ASSIGNEE shall then execute and deliver to the ASSIGNOR a fully executed original Acknowledgment of Receipt of Original Loan Documents.

The occurrence of all of the events listed in this Section 9 shall be referred to as the "CLOSING."

10. Agreement to Pay Assignor's Expenses. The ASSIGNEE shall pay all out-of-pocket expenses or costs incurred by the ASSIGNOR arising out of, pertaining to, or in any way connected with this AGREEMENT, any documents executed in connection herewith or transactions hereunder, or the purchase of the ASSIGNED DOCUMENTS and the LOAN by the ASSIGNEE including, without limitation, attorneys' fees and expenses incurred by the ASSIGNOR in obtaining advice or the services of its attorneys with respect to the structuring, drafting, negotiating, reviewing, amending, terminating, enforcing or defending of this AGREEMENT, or any portion hereof or any agreement or matter related hereto.

11. No Brokerage Fee. The ASSIGNOR and the ASSIGNEE represent and warrant to one another that they have not employed the services of any broker or agent in connection with this transaction and that neither has any knowledge of any commission payable as a result this transaction.

12. Notices. Any notice required or permitted by or in connection with this AGREEMENT shall be in writing and shall be made by facsimile (confirmed on the date the facsimile is sent by one of the other methods of giving notice provided for in this Section) or by hand delivery, by Federal Express, or other similar overnight delivery service, or by certified mail, unrestricted delivery, return receipt requested, postage prepaid, addressed to the respective parties at the appropriate addresses set forth below or to such other address as may be hereafter specified by written notice by the respective parties. Notice shall be considered given as of the date of the facsimile or the hand delivery, one (1) calendar day after delivery to Federal Express or similar overnight delivery service, or three (3) calendar days after the date of mailing, independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish the fact that notice was sent as provided herein. If notice is tendered pursuant to the provisions of this Section and is refused by the intended recipient thereof, the notice, nevertheless, shall be considered to have been given and shall be effective as of the date herein provided.

If to the ASSIGNOR:

MBC LEASING CORP.  
2 Hopkins Plaza, 5<sup>th</sup> Floor  
Baltimore, Maryland 21201  
Attention: Scott H. Krieger

If to the ASSIGNEE:

STORAGE TRANSFER, LLC  
7900 Old York Road, A12B  
Elkins Park, Pennsylvania 19027

13. Waivers. No waiver or indulgence by the ASSIGNOR or the ASSIGNEE at any time and from time to time shall constitute, unless specifically so expressed by the that party in writing, a future waiver of performance or exact performance by the other party.

14. No Third Party Beneficiary Rights. No person not a party to this AGREEMENT shall have any benefit hereunder nor have third party beneficiary rights as a result of this AGREEMENT.

15. Binding Obligation. This AGREEMENT shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns.

16. Final Agreement. This AGREEMENT and the various documents executed and delivered by the ASSIGNOR or the ASSIGNEE pursuant to this AGREEMENT contain the final and entire agreement and understanding of the parties with respect to the matters addressed herein or therein, and any terms and conditions not set forth in this AGREEMENT or the various documents executed and delivered by the ASSIGNOR or the ASSIGNEE pursuant to this AGREEMENT are not a part of the agreement and understanding of the parties hereto.

17. Amendment. This AGREEMENT may be amended or altered only by a writing signed by the party to be bound by the change or alteration.

18. Choice Of Law. The laws of the State of Maryland (excluding, however, conflict of law principles) shall govern and be applied to determine all issues relating to this AGREEMENT and the rights and obligations of the parties hereto, including the validity, construction, interpretation, and enforceability of this AGREEMENT and its various provisions and the consequences and legal effect of all transactions and events which resulted in the execution of this AGREEMENT or which occurred or were to occur as a direct or indirect result of this AGREEMENT having been executed.

19. Invalidity Of Any Part. If any provision or part of any provision of this AGREEMENT shall

for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this AGREEMENT, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

20. Time. Time is of the essence with respect to this AGREEMENT and the terms and conditions hereof.

21. Tense, Gender, Defined Terms, Captions, Effective Dates, Execution in Counterparts and Via Facsimile; Miscellaneous. As used herein, the plural shall refer to and include the singular, and the singular the plural, and the use of any gender shall include and refer to any other gender. All defined terms are completely capitalized throughout this AGREEMENT. All captions are for the purpose of convenience only. This AGREEMENT may be executed and delivered in counterparts, and signed counterparts may be delivered via facsimile, with all executed counterparts delivered via facsimile to be deemed to have the same force and effect as if bearing original signatures.

22. Effect of Bankruptcy of the Borrower and Lessees. The ASSIGNEE acknowledges that he is aware that the BORROWER is the subject of a case under Chapter 11 of the United States Bankruptcy Code in the BANKRUPTCY COURT ("EMERALD CASE") and that NPR, CARGO, HGI, HAULING, WILMINGTON, MURPHY, RIVERFRONT, HOLDING, NAVIERAS, NSI, NPR S.A., Inc., San Juan International Terminals, Inc., and SJIT, Inc. are the subject of the BANKRUPTCY CASE. The ASSIGNEE further acknowledges that, as a result of the EMERALD CASE and the BANKRUPTCY CASE (collectively, "CASES"), some or all of the rights and remedies afforded by the ASSIGNED DOCUMENTS may be extinguished and that deadlines may be or may have been established in the BANKRUPTCY CASES for the filing of Proofs of Claim, the filing of Complaints seeking denial of discharge or a determination of dischargeability of debts, or other matters which, if not met, also may extinguish or impair rights and remedies afforded by the ASSIGNED DOCUMENTS. The ASSIGNEE acknowledges and agree that the ASSIGNOR has made no representations or warranties of any kind with respect to: (a) the ability of the ASSIGNEE to enforce any rights or remedies afforded by the ASSIGNED DOCUMENTS in the CASES or as a consequence thereof; (b) any action or failure to act by the ASSIGNOR in the CASES or as a consequence thereof; or (c) the likely effect of the CASES on the LOAN ASSETS. The ASSIGNEE has had the opportunity to conduct such investigations and examinations as he deems appropriate to assess the effect of the CASES on the LOAN ASSETS and the transactions contemplated in this AGREEMENT and agrees that the CASES shall not impair or affect his obligations to the ASSIGNOR under this AGREEMENT or any related document or agreement. The ASSIGNOR agrees that, notwithstanding the transfer of the ASSIGNED DOCUMENTS to the ASSIGNEE, the ASSIGNOR shall remain responsible for performing, and shall perform, any obligation to report or account to the debtor-in-possession or trustee, as applicable, in the CASES for any activity relating to the ASSIGNED DOCUMENTS or the collateral securing EMERALD'S obligations thereunder that occurred prior to November 1, 2003. The ASSIGNEE agrees that it shall be responsible for performing, and shall perform, any obligation to report or account to the debtor-in-possession or trustee,

as applicable, in the CASES for any activity relating to the ASSIGNED DOCUMENTS or the collateral securing EMERALD'S obligations thereunder that occurs on or after November 1, 2003 for which the ASSIGNOR otherwise would have been responsible had it continued to hold the ASSIGNED DOCUMENTS.

23. Release. The ASSIGNEE releases, acquits, exonerates and forever discharges the ASSIGNOR, all of the INDEMNIFIED LENDER PARTIES from any and all claims, causes of action, suits and damages (including claims for attorneys' fees) which the ASSIGNEE, jointly or severally, ever had or now have against any or all of the INDEMNIFIED LENDER PARTIES, jointly or severally, including, without limitation, all claims arising out of or related to the LOAN, the ASSIGNED DOCUMENTS, the administration thereof, or any acts or omissions of the ASSIGNOR relating thereto.

24. Waiver Of Trial By Jury. Each party to this AGREEMENT agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by or against either party hereto or any successor or assign of any party on or with respect to this AGREEMENT or any of the LOAN ASSETS or which in any way relates, directly or indirectly, to the sale of the LOAN ASSETS (or any of them) or any event, transaction, or occurrence arising out of or in any way connected with the sale of the LOAN ASSETS (or any of them), or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. **EACH PARTY HERETO EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.** The ASSIGNOR and the ASSIGNEE acknowledge and agree that this provision is a specific and material aspect of the agreement among the parties hereto and that none of the parties hereto would enter into the transactions contemplated by this AGREEMENT if this provision were not part of their agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT under seal as of date first above written.

WITNESS/ATTEST:

ASSIGNOR:

MBC LEASING CORP.,  
A Maryland Corporation

*Shirley Lee*

By:

*Scott H. Kiager* (SEAL)  
Name: Scott H. Kiager  
Title: Treasurer / Asset Sec.

ASSIGNEE:

STORAGE TRANSFER, LLC,  
A Pennsylvania Limited Liability Company

G. Roth

By:

L. Robins

(SEAL)

Name:

Title:

ACKNOWLEDGMENTS

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 15<sup>th</sup> day of December, 2003, before me, the undersigned Notary Public of the State of Maryland, personally appeared Scott H. Krieser, and acknowledged himself to be a Treas/Asst. Sec., of MBC LEASING CORP., a Maryland corporation, and that he, as such Treas/Asst. Sec. being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of MBC LEASING CORP. by himself as Treas/Asst. Sec.

IN WITNESS MY Hand and Notarial Seal.

Laura D. Rutherford

NOTARY PUBLIC



My Commission Expires:

5-1-07



STATE OF Pa, CITY/COUNTY OF Montgomery TO WIT:

I HEREBY CERTIFY that on this 4<sup>th</sup> day of December, 2003, before me, the undersigned Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, and acknowledged himself to be a \_\_\_\_\_, of STORAGE TRANSFER, LLC, a Pennsylvania limited liability company, and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of STORAGE TRANSFER, LLC by himself as \_\_\_\_\_.

IN WITNESS MY Hand and Notarial Seal.

\_\_\_\_\_(SEAL)  
NOTARY PUBLIC

My Commission Expires:

Miriam Baroff

Notarial Seal  
Miriam Baroff, Notary Public  
Jenkintown Boro, Montgomery County  
My Commission Expires Sept. 9, 2004  
Member, Pennsylvania Association of Notaries

Exhibit B-1

<u>Buyer</u>	<u>Bill of Sale Date</u>	<u>Funds Received</u>	<u>Amount Received</u>
Jose Lorenzame	October 16, 2003	November 10, 2003	\$650.00
Jorge Diaz	October 22, 2003	November 10, 2003	\$1,200.00
Green Hills Spring Water	October 9, 2003	November 10, 2003	\$2,850.00
J. Maqueda & Associates, Inc.	October 8, 2003	November 10, 2003	\$3,950.00
J. Maqueda & Associates, Inc.	October 17, 2003	November 10, 2003	\$13,200.00
		November 24, 2003	\$100.00
Action Trophy	October 9, 2003	November 24, 2003	\$400.00
H-K Oriental	?/ck dated 10/30/03	November 24, 2003	\$1,500.00

JR

OR



Andrew Rooks

11/26/2003 12:29 PM

To: ADavis@holtoversight.com  
Subject: Repo of units to Jax

Art:

To confirm, Sea Star LLC will reposition 40 reefer containers on chassis from the SSL terminal in San Juan to the SSL terminal Jacksonville for \$650.00 per set. A \$25.00 mounting fee for each Emerald reefer container onto an Emerald Chassis in San Juan will also be charged.

SSL in San Juan will initiate a TIR for each set. This TIR will need to be signed by Frank Gonzalez prior to the unit being loaded on the ship. At discharge in Jacksonville, SSL will notify John Allen of GTS for pick up of the set. An outbound TIR will be prepared and will need to be signed prior to the unit leaving our terminal.

Please confirm that we will deduct the balance due for these charges from the \$55,222.05 current balance due which is mentioned in my earlier correspondence of November 4, 2003. Please confirm if we will pay Emerald or MBC, as before. It is estimated that the charges for the Ocean Freight (\$26,000) and mounting of the 40 units (\$1,000) will be, about \$27,000.

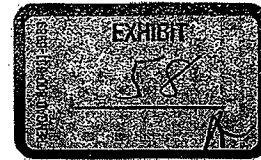
We will start loading these sets on our vessel this Monday, December 1, 2003 with discharge schedule in Jacksonville for Thursday, December 4, 2003.

Sincerely,

Andy Rooks  
Director of Equipment  
904 855-1278 Phone  
904 725-9875 Fax

SE52310

A-295



Arthur Davis/holtoversight  
12/10/03 02:24 PM

To ARooks@seastarline.com  
cc  
bcc  
Subject Emerald equipment at SJU

Andy

Please send 27 reefers on 27 chassis from SJU for delivery to JAX for our account as was completed on the initial move of 40 units.

Thank you

Arthur

E 005874

SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE)		TAX BOND NO.		SEAC	BL NO.	Date:
EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030		3003028357		SSLH		12/16/03
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE)		EXPORT REFERENCES		TAX STATUS		
EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030		BOOKING NUMBER ELY424SU7517		SHIPPER REFERENCE NO.		
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS.)		SALES AGENT OR ICC (Complete Name, Address and Zip Code) FREIGHT BROKER LIC.				
JOHN ALLEN () 904-923-3024		ALSO NOTIFY, ROUTING OR INSTRUCTIONS				
PIER SAN JUAN, PUERTO RICO		PLACE OF RECEIPT				
VESSEL EL MORRO		VOY. NO. 425 N		FLAG UNITED STATES		POINT AND COUNTRY OF ORIGIN
PORT OF DISCHARGE JACKSONVILLE, FL		DESTINATION PORT JACKSONVILLE, FL		FINAL DESTINATION OF GOODS (NOT VESSEL)		
PARTICULARS FURNISHED BY SHIPPER						
MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT		
UNIT: PRMU595001 TLI: 2002-00-0246	1 40RF	EMPTY RETURN PRMU595001 PRMC171473 - CHASIS	0 lbs 0 kgs			
UNIT: PRMC171473 TLI:	1 40CH	EMPTY RETURN PRMU595001 PRMC171473 - CHASIS	0 lbs 0 kgs			
UNIT: PRMU595010 TLI:	1 40RF	EMPTY RETURN PRMU595010 PRMC170715 - CHASIS	0 lbs 0 kgs			
UNIT: PRMC170715 TLI:	1 40CH	EMPTY RETURN PRMU595010 PRMC170715 - CHASIS	0 lbs 0 kgs			
UNIT: PRMU595085 TLI:	1 40RF	EMPTY RETURN PRMU595085 PRMC171581 - CHASIS	0 lbs 0 kgs			
UNIT: PRMC171581 TLI:	1 40CH	EMPTY RETURN PRMU595085 PRMC171581 - CHASIS	0 lbs 0 kgs			
UNIT: PRMU595107 TLI:	1 40RF	EMPTY RETURN PRMU595107 PRMC172405 - CHASIS	0 lbs 0 kgs			
UNIT: PRMC172405 TLI:	1 40CH	EMPTY RETURN PRMU595107 PRMC172405 - CHASIS	0 lbs 0 kgs			
UNIT: PRMU595144 TLI:	1 40RF	EMPTY RETURN PRMU595144 PRMC171189 - CHASIS	0 lbs 0 kgs			
SHIPPER LOAD AND COUNT		FREIGHT COLLECT		COPY NON-NEGOTIABLE		
<p>* Carrier's 3500 limitation of liability per container shall apply, unless Carrier's tariff provides for Shipper's elected cargo insurance with limits specified in Classes 23 and 24 on the reverse side of this bill of lading.</p> <p>A. Ad Valorem - If Shipper declares a value in the space provided, Carrier's 3500 limitation per container will not apply, and carrier will charge the Ad Valorem rate for Shipper's cargo.</p> <p>Declared Value \$</p> <p>B. Insurance Endorsement - See Class 23 on the reverse side and applicable tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper must pay Shipper's insured cargo insurance at the applicable rates charged by Carrier.</p> <p>Insured Value \$</p> <p>Subject to Class 24 of Conditions, if the shipment is to be delivered to the Consignee without recourse on the consignee, the consignee shall sign the following statement: "The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges."</p> <p>Signature of Consignee</p>		<p>THIS IS YOUR INVOICE REMIT PAYMENT TO: SEA STAR LINE LLC P. O. BOX 409363 ATLANTA, GA 30384-9363 PLEASE INCLUDE BL # ON YOUR REMITTANCE</p> <p>SEA STAR</p>				



## SEA STAR LINE, LLC

BILL OF LADING NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030			TAX BOND NO. SSHLH	BL NO. 3003028357	Date: 12/16/03
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030			SALES AGENT OR ICC (Complete Name, Address and Zip Code) FREIGHT BROKER LLC.		
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS.) JOHN ALLEN () 904-923-3024			ALSO NOTIFY, ROUTING OR INSTRUCTIONS		
PIER SAN JUAN, PUERTO RICO			PLACE OF RECEIPT		
VESSEL EL MORRO	VOY. NO 425 N	FLAG UNITED STATES	PORT OF LOADING SAN JUAN, PUERTO RICO		
PORT OF DISCHARGE JACKSONVILLE, FL			DESTINATION PORT JACKSONVILLE, FL		
			POINT AND COUNTRY OF ORIGIN		
			FINAL DESTINATION OF GOODS (NOT VESSEL)		

## PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
UNIT: PRMC171189 TLI:	1 40CH	EMPTY RETURN PRMU595144 PRMC171189 - CHASIS	0 lbs 0 kgs	
UNIT: PRMU595163 TLI:	1 40RF	EMPTY RETURN PRMU595163 PRMC171014 - CHASIS	0 lbs 0 kgs	
UNIT: PRMC171014 TLI:	1 40CH	EMPTY RETURN PRMU595163 PRMC171014 - CHASIS	0 lbs 0 kgs	
UNIT: PRMU595202 TLI:	1 40RF	EMPTY RETURN PRMU595202 PRMC167772 - CHASIS	0 lbs 0 kgs	
UNIT: PRMZ167772 TLI:	1 40CH	EMPTY RETURN PRMU595202 PRMC167772 - CHASIS	0 lbs 0 kgs	
UNIT: PRMU595205 TLI:	1 40RF	EMPTY RETURN PRMU595205 PRMC170805 - CHASIS	0 lbs 0 kgs	
UNIT: PRMC170805 TLI:	1 40CH	EMPTY RETURN PRMU595205 PRMC170805 - CHASIS	0 lbs 0 kgs	
UNIT: PRMU595321 TLI:	1 40RF	EMPTY RETURN PRMU595321 PRMC172615 - CHASIS	0 lbs 0 kgs	
UNIT: PRMC172615 TLI:	1 40CH	EMPTY RETURN PRMU595321 PRMC172615 - CHASIS	0 lbs 0 kgs	

THIS IS YOUR INVOICE  
REMIT PAYMENT TO:  
SEA STAR LINE LLC  
P.O. BOX 409563  
ATLANTA, GA 30384-9363  
PLEASE INCLUDE BL # ON  
YOUR REMITTANCE

SEA STAR

## SHIPPER LOAD AND COUNT

## FREIGHT COLLECT

## COPY NON-NEGOTIABLE

\* Carrier's 3500 limitation of liability per container shall apply, unless Carrier's tariff provides for Shipper's interest cargo insurance with limits specified in Clauses 23 and 24 on the reverse side of shipper's Instructions (A) or (B) below.

A. Ad Valorem - If Shipper declares a value in the space provided, Carrier's 3500 limitation per container will not apply, and Carrier will charge the Ad Valorem rate for Shipper's cargo.  
Declared Value \$ \_\_\_\_\_

B. Insurance Coverage - See Clause 23 on the reverse side and applicable tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper requests Shipper's interest cargo insurance at the applicable rates charged by Carrier.

Yes ☐ No ☐ Insured Value \$ \_\_\_\_\_

Subject to Clause 24 of Conditions, if the shipment is to be delivered to the Consignee without recourse to the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges.

Signature of Consignor

RECEIVED THE COPIES OF PACKAGES SENT TO DESTINATION FOR THE REASONED APPARENT CONDITION AND COUNTRY, UNLESS OTHERWISE INDICATED, TO BE SHIPPED AS HEREIN PROVIDED. CARRIER HAS NOT INSPECTED CONTENTS OR SAID SEALED PACKAGES.

THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSPORTING OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIER'S TARIFFS ON FILE WITH THE INTERSTATE COMMERCE COMMISSION AND/OR THE FEDERAL MARITIME COMMISSION, WASHINGTON D.C.

IN WITNESS WHEREOF, THE CARRIER OR ITS AGENT HAS SIGNED \_\_\_\_\_ ORIGINAL DELIVERY OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO REMAIN VOID.

BY: \_\_\_\_\_  
SEA STAR LINE, LLC

REVISED 2/02

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SE13301

SEA STAR LINE, LLC

COMBINED B/L AND OCEAN LUG FORM BILL OF LADING NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030		TAX BOND NO. SCAC SSLH	BL NO. 3003028357	Date: 12/16/03
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030		EXPORT REFERENCES		TAX STATUS
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS.) JOHN ALLEN () 904-923-3024		BOOKING NUMBER ELY424SU7517		SHIPPER REFERENCE NO.
PIER SAN JUAN, PUERTO RICO		PLACE OF RECEIPT		
VESSEL EL MORRO	VOY. NO 425 N	FLAG UNITED STATES	PORT OF LOADING SAN JUAN, PUERTO RICO	
PORT OF DISCHARGE JACKSONVILLE, FL		DESTINATION PORT JACKSONVILLE, FL		FINAL DESTINATION OF GOODS (NOT VESSEL)
PARTICULARS FURNISHED BY SHIPPER				
MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS		GROSS WEIGHT
UNIT: PRMU595335 TLI:	1 40RF	EMPTY RETURN PRMU595335 PRMC171782 - CHASIS		0 lbs 0 kgs
UNIT: PRMC171782 TLI:	1 40CH	EMPTY RETURN PRMU595335 PRMC171782 - CHASIS		0 lbs 0 kgs
UNIT: PRMU595374 TLI:	1 40RF	EMPTY RETURN PRMU595374 PRMC172917 - CHASIS		0 lbs 0 kgs
UNIT: PRMC172917 TLI:	1 40CH	EMPTY RETURN PRMU595374 PRMC172917 - CHASIS		0 lbs 0 kgs
UNIT: PRMU595457 TLI:	1 40RF	EMPTY RETURN PRMU595457 PRMC170006 - CHASIS		0 lbs 0 kgs
UNIT: PRMC170006 TLI:	1 40CH	EMPTY RETURN PRMU595457 PRMC170006 - CHASIS		0 lbs 0 kgs
UNIT: PRMU595473 TLI:	1 40RF	EMPTY RETURN PRMU595473 PRMC171822 - CHASIS		0 lbs 0 kgs
UNIT: PRMC171822 TLI:	1 40CH	EMPTY RETURN PRMU595473 PRMC171822 - CHASIS		0 lbs 0 kgs
UNIT: PRMU595674 TLI:	1 40RF	EMPTY RETURN PRMU595674 PRMC172035 - CHASIS		0 lbs 0 kgs
SHIPPER LOAD AND COUNT		FREIGHT COLLECT		COPY NON-NEGOTIABLE
<p>* Carrier's \$500 limitation of liability per container shall apply, unless Carrier's tariff provides for Shipper's interest cargo insurance with limits specified in Clauses 23 and 24 on the reverse side or Shipper selects Option (A) or (B) below.</p> <p>A. Ad Valorem - If Shipper declares a value in the space provided, Carrier's \$500 limitation per container will not apply, and carrier will charge the Ad Valorem rate for Shipper's cargo. Declared Value \$</p> <p>B. Insurance Coverage - See Clause 23 on the reverse side and applicable tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper requests Shipper's interest cargo insurance at the applicable rates charged by Carrier. Yes <input type="checkbox"/> No <input type="checkbox"/> Insured Value \$</p> <p>Subject to Clause 23 of Conditions, if the shipment is to be delivered to the Consignee without recourse to the carrier, the consignee shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Signature of Consignee</p>		<p>RECEIVED THE GOODS OF PACKAGES SHOWN TO CONTAIN GOODS HEREIN IN PROVISION OF SHIPPER'S INTEREST CARGO INSURANCE AND/OR CARRIER'S LIABILITY, TO BE SHIPPED AS HEREIN PROVIDED. CARRIER HAS NOT INSPECTED CONTENTS OR SAID SEALED PACKAGES.</p> <p>THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSMISSION OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIER'S TARIFFS ON FILE WITH THE INTERSTATE COMMERCE COMMISSION AND/OR THE FEDERAL MARITIME COMMISSION, WASHINGTON, D.C.</p> <p>IN WITNESS WHEREOF, THE CARRIER OR ITS AGENT HAS SIGNED: ORIGINAL (BILL) OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.</p> <p>BY _____ SEA STAR LINE, LLC</p> <p>REVISED 2/02</p>		

Invoice Audited

A-299

SR13302

Page 3 of 6

SEA STAR LINE, LLC

UNION-STAR LONG FORM BILL OF LADING NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030		TAX BOND NO. SSLC	BL NO. 3003028357	Date: 12/15/03
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030		EXPORT REFERENCES		
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS.) JOHN ALLEN () 904-923-3024		TAX STATUS		
PIER SAN JUAN, PUERTO RICO		BOOKING NUMBER ELY424SU7517		
PLACE OF RECEIPT		SHIPPER REFERENCE NO.		
VESSEL EL MORRO		SALES AGENT OR ICC (Complete Name, Address and Zip Code) FREIGHT BROKER LLC.		
VOY. NO 425 N		ALSO NOTIFY, ROUTING OR INSTRUCTIONS		
FLAG UNITED STATES		POINT AND COUNTRY OF ORIGIN		
PORT OF DISCHARGE JACKSONVILLE, FL		FINAL DESTINATION OF GOODS (NOT VESSEL)		
DESTINATION PORT JACKSONVILLE, FL				

## PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
UNIT: PRMC172035 TLI:	1 40CH	EMPTY RETURN PRMU595674 PRMC172035 - CHASIS	0 lbs 0 kgs	
UNIT: PRMU595681 TLI:	1 40RF	EMPTY RETURN PRMU595681 PRMC170423 - CHASIS	0 lbs 0 kgs	
UNIT: PRMC170423 TLI:	1 40CH	EMPTY RETURN PRMU595681 PRMC170423 - CHASIS	0 lbs 0 kgs	
UNIT: PRMU595717 TLI:	1 40RF	EMPTY RETURN PRMU595717 PRMC172164 - CHASIS	0 lbs 0 kgs	
UNIT: PRMC172164 TLI:	1 40CH	EMPTY RETURN PRMU595717 PRMC172164 - CHASIS	0 lbs 0 kgs	
UNIT: PRMU595724 TLI:	1 40RF	EMPTY RETURN PRMU595724 PRMC170084 - CHASIS	0 lbs 0 kgs	
UNIT: PRMC170084 TLI:	1 40CH	EMPTY RETURN PRMU595724 PRMC170084 - CHASIS	0 lbs 0 kgs	
UNIT: PRMU595728 TLI:	1 40RF	EMPTY RETURN PRMU595728 PRMC172821 - CHASIS	0 lbs 0 kgs	
UNIT: PRMC172821 TLI:	1 40CH	EMPTY RETURN PRMU595728 PRMC172821 - CHASIS	0 lbs 0 kgs	

Invoice Audited

THIS IS YOUR INVOICE  
REQUEST PAYMENT TO:  
SEA STAR LINE LLC  
P.O. BOX 409363  
ATLANTA, GA 30384-9363  
PLEASE INCLUDE BL # ON  
YOUR REMITTANCE

SEA STAR

## SHIPPER LOAD AND COUNT

## FREIGHT COLLECT

## COPY NON-NEGOTIABLE

\* Carrier's 1500 limitation of liability per container shall apply, unless Carrier's tariff provides for Shipper's interest cargo insurance which is specified in Clause 23 and 24 on the reverse side or shipper selects Option (A) or (B) below.

A. Ad Valorem - If Shipment declares a value in the space provided, Carrier's 1500 limitation per container will not apply, and carrier will charge the Ad Valorem rate to Shipper's cargo.  
Declared Value \$

B. Insurance Coverage - See Clause 23 on the reverse side and applicable tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper requests Shipper's interest cargo insurance at the applicable rates charged by Carrier.  
Insured Value \$

(Yes ) No Insured Value \$

Subject to Clause 24 of Conditions, if the shipment is to be delivered to the Consignee without receipt by the consignee, the consignee shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of  
Consignee

RELEASED THE GOODS OF PACKAGES TO THE CARRIER'S CUSTODY HEREIN IDENTIFIED IN APPROPRIATE GOOD CHECK AND CONDITION, UNLESS OTHERWISE INDICATED, TO BE SHIPPED AS HEREIN PROVIDED. CARRIER HAS NOT INSPECTED CONTENTS OF SAID SEALED PACKAGES.

THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSPORTING OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIERS TARIFFS ON FILE WITH THE INTERSTATE COMMERCE COMMISSION AND/OR THE FEDERAL MARITIME COMMISSION, WASHINGTON D.C.

IN WITNESS WHEREOF, THE CARRIER OR ITS AGENT HAS SIGNED ORIGINAL BILL(S) OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

BY \_\_\_\_\_  
SEA STAR LINE, LLC

REVISED 2002

Page 4 of 6

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SE13303

## SEA STAR LINE, LLC

COVERED BY/UNDER LONG FORM BILL OF LADING NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030			TAX BOND NO.	SCALE SSLH	BL NO. 3003028357	Date: 12/16/03
			EXPORT REFERENCES		TAX STATUS	
			BOOKING NUMBER ELY424SU7517		SHIPPER REFERENCE NO.	
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030			SALES AGENT OR ICC (Complete Name, Address and Zip Code) FREIGHT BROKER LLC.			
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS.) JOHN ALLEN () 904-923-3024			ALSO NOTIFY, ROUTING OR INSTRUCTIONS			
PIER SAN JUAN, PUERTO RICO		PLACE OF RECEIPT				
VESSEL EL MORRO	VOY. NO 425 N	FLAG UNITED STATES	PORT OF LOADING SAN JUAN, PUERTO RICO		POINT AND COUNTRY OF ORIGIN	
PORT OF DISCHARGE JACKSONVILLE, FL			DESTINATION PORT JACKSONVILLE, FL		FINAL DESTINATION OF GOODS (NOT VESSEL)	

## PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
UNIT: PRMU595786 TLI:	1 40RF	EMPTY RETURN PRMU595786 PRMC172230 - CHASIS	0 lbs 0 kgs	
UNIT: PRMZ172230 TLI:	1 40CH	EMPTY RETURN PRMU595786 PRMC172230 - CHASIS	0 lbs 0 kgs	
UNIT: PRMU595795 TLI:	1 40RF	EMPTY RETURN PRMU595795 PRMC170932 - CHASIS	0 lbs 0 kgs	
UNIT: PRMC170932 TLI:	1 40CH	EMPTY RETURN PRMU595795 PRMC170932 - CHASIS	0 lbs 0 kgs	
UNIT: PRMU595842 TLI:	1 40RF	EMPTY RETURN PRMU595842 PRMC172606 - CHASIS	0 lbs 0 kgs	
UNIT: PRMC172606 TLI:	1 40CH	EMPTY RETURN PRMU595842 PRMC172606 - CHASIS	0 lbs 0 kgs	
UNIT: PRMU595901 TLI:	1 40RF	EMPTY RETURN PRMU595901 PRMC171602 - CHASIS	0 lbs 0 kgs	
UNIT: PRMC171602 TLI:	1 40CH	EMPTY RETURN PRMU595901 PRMC171602 - CHASIS	0 lbs 0 kgs	
UNIT: PRMU595910 TLI:	1 40RF	EMPTY RETURN PRMU595910 PRMC172411 - CHASIS	0 lbs 0 kgs	

Invoice Audited

THIS IS YOUR INVOICE  
REMIT PAYMENT TO:  
SEA STAR LINE LLC  
P.O. BOX 404367  
ATLANTA, GA 30364-9363  
PLEASE INCLUDE BL # ON  
YOUR REMITTANCE

SEA STAR

## SHIPPER LOAD AND COUNT

## FREIGHT COLLECT

## COPY NON-NEGOTIABLE

\* Carrier's 3300 limitation of liability per container shall apply, unless Carrier's tariff provides for Shipper's interest cargo insurance with limits specified in Clause 23 and 24 on the invoice side or shipper selects Option (A) or (B) below.

A. Ad Valorem - If Shipper declares a value in the space provided, Carrier's 3300 limitation per container will not apply, and carrier will charge the Ad Valorem rate for Shipper's cargo.  
Declared Value \$

B. Insurance Coverage - See Clause 23 on the invoice side and applicable tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper's interest cargo insurance at the applicable rates charged by Carrier.  
[Yes ] No Insured Value \$

Subject to Clause 23 of Conditions, if the shipment is to be delivered to the Consignee without receipt on the consignee, the shipper shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of  
Consignee

RELEASED THE GOODS OF PACKAGES AND TO CONTRACTS HEREIN MENTIONED BY SHIPPER'S CHECK OR ENDORSEMENT, UNLESS OTHERWISE INDICATED, TO BE SHIPPED AS HEREIN PROVIDED. CARRIER HAS NOT INSPECTED CONTENTS OR SMO SMO SEALED PACKAGES.

THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSPORTING OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIERS' TARIFFS ON FILE WITH THE INTERSTATE COMMERCE COMMISSION AND/OR THE FEDERAL MARITIME COMMISSION, WASHINGTON D.C.

IN WITNESS WHEREOF, THE CARRIER OR ITS AGENT HAS SIGNED (ORIGINAL BILLS) OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

BY \_\_\_\_\_

SEA STAR LINE, LLC

REVISED 2/07

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SE13304

SEA STAR LINE, LLC

THIS IS YOUR INVOICE FOR CARRIER'S BILL OF LADING NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030			TAX BOND NO. SSHLH	BL NO. 3003028357	Date: 12/16/03
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030			EXPORT REFERENCES		TAX STATUS
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS.) JOHN ALLEN () 904-923-3024			BOOKING NUMBER ELY424SU7517		SHIPPER REFERENCE NO.
PIER SAN JUAN, PUERTO RICO			PLACE OF RECEIPT		
VESSEL EL MORRO	VOY. NO 425 N	FLAG UNITED STATES	PORT OF LOADING SAN JUAN, PUERTO RICO		POINT AND COUNTRY OF ORIGIN
PORT OF DISCHARGE JACKSONVILLE, FL			DESTINATION PORT JACKSONVILLE, FL		FINAL DESTINATION OF GOODS (NOT VESSEL)
PARTICULARS FURNISHED BY SHIPPER					
MARKS AND NUMBERS UNIT: PRMC172411 TL:	NO OF PKGS 1 40CH	DESCRIPTION OF PACKAGES AND GOODS EMPTY RETURN PRMU595910 PRMC172411 - CHASIS  COMMENT: BILL TO: USA61101 EMERALD EQUIPMENT LEASING 101 SOUTH KING ST GLOUCESTER CITY, NJ 08030 ATT: ARTHUR DAVIS AND USA61111 MBC LEASING CORP 2 HOPKINGS PLAZA PO BOX 1451 BALTIMORE, MD 21201 ATT: SCOTT KRIEGER TL 2002-00-0246-0019 (004)		GROSS WEIGHT 0 lbs 0 kgs	MEASUREMENT
TARIFF ITEM NUMBER OC FRT NORTHBOUND			CHARGES 23	TOTAL 650.00	FREIGHT PAYABLE AT/BY: 12
SHIPPER LOAD AND COUNT			FREIGHT COLLECT		
COPY NON-NEGOTIABLE			THIS IS YOUR INVOICE REMIT PAYMENT TO: SEA STAR LINE LLC P. O. BOX 409363 ATLANTA, GA 30354-9363 PLEASE INCLUDE BL # ON YOUR REMITTANCE		
A. Ad Valorem - If Shipper declares a value in the space provided, Carrier's 3500 limitation per container will not apply, and carrier will charge the Ad Valorem rate for Shipper's cargo. Declared Value \$			B. Insurance Coverage - See Clause 23 on the reverse side and applicable tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper requests Shipper's interest cargo insurance at the applicable rates charged by Carrier. [Yes] [No] Insured Value \$		
Subject to Clause 23 of Conditions, if the shipment is to be delivered to the Consignee without recourse on the consignee, the consignee shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Signature of Consignee			BY _____ SEA STAR LINE, LLC		

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SE13305

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SEA STAR LINE, LLC

THIS IS YOUR INVOICE. IT IS NOT A BILL OF LADING. IT IS NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030		TAX BOND NO.	SECC SSLH	BL NO. 3003026430	Date: 12/09/03
		EXPORT REFERENCES		TAX STATUS	
		BOOKING NUMBER ELY423SU7533		SHIPPER REFERENCE NO.	
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030		SALES AGENT OR ICC (Complete Name, Address and Zip Code) FREIGHT BROKER LIC ( )			
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS. ( )		ALSO NOTIFY, ROUTING OR INSTRUCTIONS			
PIER SAN JUAN, PUERTO RICO		PLACE OF RECEIPT			
VESSEL EL YUNQUE	VOY. NO 423 N	FLAG UNITED STATES	PORT OF LOADING SAN JUAN, PUERTO RICO		POINT AND COUNTRY OF ORIGIN
PORT OF DISCHARGE JACKSONVILLE, FL		DESTINATION PORT JACKSONVILLE, FL		FINAL DESTINATION OF GOODS (NOT VESSEL)	
PARTICULARS FURNISHED BY SHIPPER					
MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS		GROSS WEIGHT	MEASUREMENT
UNIT: PRMC1206593 TL: 1	1 20CH	1 BUNDLE OF CHASSIS PRMC 120659 / PRMC 1202469 2ND DECK HOLD B / 27		0 lbs 0 kgs	Invoice Audited
UNIT: PRMC1202469 TL:	1 20CH	1 BUNDLE OF CHASSIS PRMC 120659 / PRMC 1202469 2ND DECK HOLD B / 27		0 lbs 0 kgs	
UNIT: PRMC150143 TL:	1 20CH	1 BUNDLE OF CHASSIS PRMC 150143 / PRMC 1150044 2ND DECK HOLD B / 27		0 lbs 0 kgs	
UNIT: PRMC150044 TL:	1 20CH	1 BUNDLE OF CHASSIS PRMC 150143 / PRMC 1150044 2ND DECK HOLD B / 27		0 lbs 0 kgs	
UNIT: PRMC120466 TL:	1 20CH	1 BUNDLE OF CHASSIS PRMC 120466 / PRMC 120647 - 2ND DECK HOLD C / 36		0 lbs 0 kgs	
UNIT: PRMC120647 TL:	1 20CH	1 BUNDLE OF CHASSIS PRMC 120466 / PRMC 120647 - 2ND DECK HOLD C / 36		0 lbs 0 kgs	
UNIT: PRMC120670 TL:	1 20CH	1 BUNDLE OF CHASSIS PRMC 120670 / PRMC 120616 - 2ND DECK HOLD C / 37		0 lbs 0 kgs	
UNIT: PRMC120616 TL:	1 20CH	1 BUNDLE OF CHASSIS PRMC 120670 / PRMC 120616 - 2ND DECK HOLD C / 37		0 lbs 0 kgs	
		 <p>THIS IS YOUR INVOICE REMIT PAYMENT TO: SEA STAR LINE LLC P.O. BOX 409363 ATLANTA, GA 30384-9363 PLEASE INCLUDE BL # ON YOUR REMITTANCE</p>			
SHIPPER LOAD AND COUNT		FREIGHT COLLECT		COPY NON-NEGOTIABLE	
<p>* Carrier's 3500 limitation of liability per container shall apply, unless Carrier's tariff provides for Shipper's interest cargo insurance with limits specified in Clause 23 and 24 on the reverse side or shipper selects Options (A) or (B) below.</p> <p>A. Ad Valorem - If Shipper declares a value in the space provided, Carrier's 3500 limitation per container will not apply, and Carrier will charge the Ad Valorem rate for Shipper's cargo. Declared Value \$</p> <p>B. Insurance Coverage - See Clause 23 on the reverse side and schedule tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper requests Shipper's interest cargo insurance at the applicable rates charged by Carrier. I Yes I No Insured Value \$</p> <p>Subject to Clause 24 of Conditions, if the shipment is to be delivered to the Consignee without recourse to the carrier, the consignee shall sign the following statement: "The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges."</p> <p>Signature of Consignee</p>		<p>RECEIVED THE GOODS OF PACKAGES SHIP TO COUNTRY COUNTRIES HEREIN RETURNED IF APPARENTLY COULD ORDER AND CARRIER UNLESS OTHERWISE INDICATED, TO BE SHIPPED AS HEREIN PROVIDED. CARRIER HAS NOT INSPECTED CONTENTS OR SEALED PACKAGES.</p> <p>THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSPORTING OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIER'S TARIFFS ON FILE WITH THE INDIANAPOLIS COMMERCE COMMISSION AND/OR THE FEDERAL MARITIME COMMISSION, WASHINGTON D.C.</p> <p>IN WITNESS WHEREOF, THE CARRIER OR ITS AGENT HAS SIGNED. ORIGINAL BL(S) OF LADING, ALL OF THE SAME TENDR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.</p> <p>BY SEA STAR LINE, LLC</p> <p>REVISED 2/02</p>			

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SE13306

SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE)				TAX BOND NO.	SCAC	BL NO.	Date:
EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030				SSLH		3003026430	12/09/03
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE)				SALES AGENT OR ICC (Complete Name, Address and Zip Code) FREIGHT BROKER L.C.			
EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030				()			
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS.)				ALSO NOTIFY, ROUTING OR INSTRUCTIONS			
()							
PIER		PLACE OF RECEIPT					
SAN JUAN, PUERTO RICO							
VESSEL	VOY. NO	FLAG	PORT OF LOADING	POINT AND COUNTRY OF ORIGIN			
EL YUNQUE	423 N	UNITED STATES	SAN JUAN, PUERTO RICO				
PORT OF DISCHARGE			DESTINATION PORT	FINAL DESTINATION OF GOODS (NOT VESSEL)			
JACKSONVILLE, FL			JACKSONVILLE, FL				
PARTICULARS FURNISHED BY SHIPPER							
MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS			GROSS WEIGHT	MEASUREMENT	
		MOVEMENT: PORT TO PORT BILL TO: USA61101 EMERALD EQUIPMENT LEASING 101 SOUTH KING ST GLOUCESTER CITY, NJ 08030 ATT: ARTHUR DAVIS AND USA61111 MBC LEASING CORP 2 HOPKINS PLAZA PO BOX 1451 BALTIMORE, MD 21201 ATT: SCOTT KRIEGER NO S.E.D. REQUIRED-NO INDIVIDUAL SCHEDULE B NUMBER VALUED OVER \$2,500 SECTION 30.55 (PAR. H) TLI 2002-00-0246-0020 (500)					
		 THIS IS YOUR INVOICE REMIT PAYMENT TO: SEA STAR LINE LLC P.O. BOX 409363 ATLANTA, GA 30384-9363 PLEASE INCLUDE BL # ON YOUR REMITTANCE			<i>Invoice Audited</i>		
TARIFF ITEM NUMBER	CHARGES	TOTAL		FREIGHT PAYABLE AT/BY:			
OC FRT NORTHBOUND	16	325.00	5,200.00	12			
		TOTAL CHARGES: 5,200.00		EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030			
SHIPPER LOAD AND COUNT				FREIGHT COLLECT		COPY NON-NEGOTIABLE	
<small>* Carrier's 3500 limitation of liability per container shall apply, unless Carrier's tariff provisions for Shipper's interest cargo insurance are specified in Clauses 23 and 24 on the reverse side or shipper selects Options (A) or (B) below.</small>				<small>RELEASED THE CARRIER OF PACKAGES ONLY TO CARRY GOODS HEREIN MENTIONED BY APPARENT TITLES OR ORDER OR CARRIER'S, UNLESS OTHERWISE INDICATED, TO BE SHIPPED AS HEREIN PROVIDED. CARRIER HAS NOT INSPECTED CONTENTS OR SAID SEALED PACKAGES.</small>			
<small>A. As Valorem - If Shipper declares a value for the space provided, Carrier's 3500 limitation per container will not apply, and carrier will charge the Ad Valorem rate for Shipper's cargo.</small> Declared Value \$ _____				<small>THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSPORTING OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIERS TARIFFS ON FILE WITH THE INTERSTATE COMMERCE COMMISSION AND/OR THE FEDERAL MARITIME COMMISSION, WASHINGTON D.C.</small>			
<small>B. Insurance Coverage - See Clause 23 on the reverse side and applicable tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper requests Shipper's interest cargo insurance at the applicable rates charged by Carrier.</small> Insured Value \$ _____				<small>IN WITNESS WHEREOF, THE CARRIER OR ITS AGENT HAS SIGNED (ORIGINAL BILLS) OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPANIED, THE OTHERS TO STAY VOID.</small>			
<small>Subject to Clause 27 of Conditions, if the shipment is to be delivered to the Consignee without recourse on the consignee, the consignee shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</small> Signature of Consignee _____				BY _____ SEA STAR LINE, LLC			
				REVISED 2002			

SEA STAR LINE, LLC

BILL OF LADING NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA72686) 101 SOUTH KING STREET GLOUCESTER CITY NJ 08030		TAX BOND NO.	SCAC SSLH	BL NO. 3003025990	DATE 01-Dec-2003
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA72686) 101 SOUTH KING STREET GLOUCESTER CITY NJ 08030		EXPORT REFERENCES		TAX STATUS	
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS.) JOHN ALLEN () 904-923-3024		BOOKING NUMBER ELM420SU6049		SHIPPER REFERENCE NO.	
PIER SAN JUAN, PUERTO RICO		PLACE OF RECEIPT		Sales Agent or ICC (Complete Name, Address and Zip Code) Freight Broker LLC.	
VESSEL VOY. NO. FLAG EL MORRO 420 N UNITED STATES		PORT OF LOADING SAN JUAN, PUERTO RICO		POINT AND COUNTRY OF ORIGIN	
PORT OF DISCHARGE JACKSONVILLE, FL		DESTINATION PORT JACKSONVILLE, FL		FINAL DESTINATION OF GOODS (NOT VESSEL)	

## PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
UNIT: PRMU5957100 TLI: 2002-00-0246	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5959485 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5950301 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5955371 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5957435 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5954288 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5959612 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5956969 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5956260 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5958555 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	

Invoice Audited

## SHIPPER LOAD AND COUNT

## FREIGHT COLLECT

## COPY NON-NEGOTIABLE

\* Carrier's 3000 limitation of liability per container shall apply, unless Carrier's tariff provides for Shipper's interest cargo insurance with limits specified in Clauses 23 and 24 on the reverse side or shipper selects Option (A) or (B) below.

A. Ad Valorem - If Shipper declares a value in the space provided, Carrier's 3000 limitation per container will not apply, and carrier will charge the Ad Valorem rate for Shipper's cargo.

Declared Value \$

B. Insurance Coverage - See Clause 23 on the reverse side and applicable tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper requests Shipper's interest cargo insurance at the applicable rates charged by Carrier.

Yes ☐ No ☐ Insured Value \$

Subject to Clause 24 of Conditions, if the shipment is to be delivered to the Consignee without recourse on the consignee, the carrier shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor

RECEIVED THE GOODS OF PACKAGES SAID TO CONTAIN GOODS HERE IN MENTIONED IN APPARENT GOOD ORDER AND CONDITION, UNLESS OTHERWISE INDICATED, TO BE SHIPPED AS HEREIN PROVIDED. CARRIER HAS NOT INSPECTED CONTENTS OF SAID SEALED PACKAGES.

THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSHIPPING OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIER'S TARIFFS ON FILE WITH THE INTERSTATE COMMERCE COMMISSION AND/OR THE FEDERAL MARITIME COMMISSION, WASHINGTON D.C.

IN WITNESS WHEREOF, THE CARRIER OR ITS AGENT HAS SIGNED \_\_\_\_\_ ORIGINAL BL(S) OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

REVISED 2/07

BY

SEA STAR LINE, LLC

SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE)				TAX BOND NO.	SCAC	BL NO.	DATE
EMERALD EQUIPMENT LEASING (USA72686) 101 SOUTH KING STREET GLOUCESTER CITY NJ 08030					SSLH	3003025990	01-Dec-2008
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE)				EXPORT REFERENCES		TAX STATUS	
EMERALD EQUIPMENT LEASING (USA72686) 101 SOUTH KING STREET GLOUCESTER CITY NJ 08030				BOOKING NUMBER ELM420SU6049		SHIPPER REFERENCE NO.	
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS.)				Sales Agent or ICC (Complete Name, Address and Zip Code) Freight Broker LLC.			
JOHN ALLEN () 904-923-3024				ALSO NOTIFY, ROUTING OR INSTRUCTIONS			
PIER		PLACE OF RECEIPT					
SAN JUAN, PUERTO RICO							
VESSEL	VOY. NO.	FLAG	PORT OF LOADING	POINT AND COUNTRY OF ORIGIN			
EL MORRO	420	N UNITED STATES	SAN JUAN, PUERTO RICO				
PORT OF DISCHARGE		DESTINATION PORT		FINAL DESTINATION OF GOODS (NOT VESSEL)			
JACKSONVILLE, FL		JACKSONVILLE, FL					
PARTICULARS FURNISHED BY SHIPPER							
MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS			GROSS WEIGHT	MEASUREMENT	
UNIT: PRMU5959470 TLI:	1 40RF	EMPTY RETURN			0 lbs 0 kgs		
UNIT: PRMU5951627 TLI:	1 40RF	EMPTY RETURN			0 lbs 0 kgs		
UNIT: PRMU5958051 TLI:	1 40RF	EMPTY RETURN			0 lbs 0 kgs		
UNIT: PRMU5954396 TLI:	1 40RF	EMPTY RETURN			0 lbs 0 kgs		
UNIT: PRMU5951566 TLI:	1 40RF	EMPTY RETURN			0 lbs 0 kgs		
UNIT: PRMU5956911 TLI:	1 40RF	EMPTY RETURN			0 lbs 0 kgs		
UNIT: PRMU5959490 TLI:	1 40RF	EMPTY RETURN			0 lbs 0 kgs		
UNIT: PRMU5953044 TLI:	1 40RF	EMPTY RETURN			0 lbs 0 kgs		
UNIT: PRMU5958600 TLI:	1 40RF	EMPTY RETURN			0 lbs 0 kgs		
UNIT: PRMU5955031 TLI:	1 40RF	EMPTY RETURN			0 lbs 0 kgs		
SHIPPER LOAD AND COUNT				FREIGHT COLLECT		COPY NON-NEGOTIABLE	
<p>* Carrier's \$300 limitation of liability per container shall apply, unless Carrier's tariff provides for Shipper's interest cargo insurance with limits specified in Classes 23 and 24 on the reverse side to shipper selects Option (A) or (B) below.</p> <p>A. Ad Valorem - If Shipper declares a value in the space provided, Carrier's \$300 limitation per container will not apply, and Carrier will charge the Ad Valorem rate for Shipper's cargo. Declared Value \$</p> <p>B. Insurance Coverage - See Class 23 on the reverse side and applicable tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper requests Shipper's interest cargo insurance at the applicable rates charged by Carrier. Yes <input type="checkbox"/> No <input type="checkbox"/> Insured Value \$</p> <p>Subject to Class 24 of Conditions, if the shipment is to be delivered to the Consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</p> <p>Signature of Consignor</p>				<p>RECEIVED THE GOODS OF PACKAGES SAID TO CONTAIN GOODS HEREIN MENTIONED IN APPARENT GOOD ORDER AND CONDITION, UNLESS OTHERWISE INDICATED, TO BE SHIPPED AS HEREIN PROVIDED. CARRIER HAS NOT INSPECTED CONTENTS OR SEALED PACKAGES.</p> <p>THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSFERRING OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIER'S TARIFFS ON FILE WITH THE INTERSTATE COMMERCE COMMISSION AND/OR THE FEDERAL MARITIME COMMISSION, WASHINGTON D.C.</p> <p>IN WITNESS WHEREOF, THE CARRIER OR ITS AGENT HAS SIGNED ORIGINAL BILL(S) OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.</p> <p>REVISED 2/02 BY SEA STAR LINE, LLC</p>			

~~UNLESS OTHERWISE SPECIFIED, ALL BILLS OF LADING ARE NON-NEGOTIABLE UNLESS CONSIGNED "TO ORDER"~~

SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE)				TAX BOND NO.		SCAC	BL NO.	DATE	
EMERALD EQUIPMENT LEASING (USA72686) 101 SOUTH KING STREET  GLOUCESTER CITY NJ 08030						SSLH	3003025990	01-Dec-2003	
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE)				EXPORT REFERENCES			TAX STATUS		
				BOOKING NUMBER ELM420SU6049			SHIPPER REFERENCE NO.		
EMERALD EQUIPMENT LEASING (USA72686) 101 SOUTH KING STREET  GLOUCESTER CITY NJ 08030				Sales Agent or ICC (Complete Name, Address and Zip Code) Freight Broker LLC					
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS.)				ALSO NOTIFY, ROUTING OR INSTRUCTIONS					
JOHN ALLEN () 904-923-3024									
PIER		PLACE OF RECEIPT							
SAN JUAN, PUERTO RICO									
VESSEL	VOY. NO.	FLAG	PORT OF LOADING	POINT AND COUNTRY OF ORIGIN					
EL MORRO	420	N UNITED STATES	SAN JUAN, PUERTO RICO						
PORT OF DISCHARGE		DESTINATION PORT		FINAL DESTINATION OF GOODS (NOT VESSEL)					
JACKSONVILLE, FL		JACKSONVILLE, FL							

## PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
UNIT: PRMU595120 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5950739 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5952644 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5950596 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5956423 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5953281 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5953677 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5951041 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5959567 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	
UNIT: PRMU5957353 TLI:	1 40RF	EMPTY RETURN	0 lbs 0 kgs	

<p>* Carrier's \$500 limitation of liability per container shall apply, unless Carrier's tariff provides for Shipper's interest cargo insurance with limits specified in Clauses 22 and 23 on the reverse side or shipper selects Option (A) or (B) below.</p> <p>A Ad Valorem - If Shipper declares a value in the space provided, Carrier's \$500 limitation per container will not apply, and carrier will charge the Ad Valorem rate for the Shipper's cargo.</p> <p>Declared Value                  <u>          \$          </u></p> <p>B Insurance Coverage - See Clause 23 on the reverse side and applicable tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper requests Shipper's Interest Cargo Insurance at the applicable rates charged by Carrier.</p> <p>If Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Insured Value         <u>          \$          </u></p> <p><small>Subject to Clause 24 of Conditions, if the shipment is to be delivered to the Consignee without recourse to the consignee, the consignee shall sign the following statement: The carrier shall make delivery of this shipment without payment of freight and all other lawful charges.</small></p> <p style="text-align: right;"><small>Signature of Consignor</small></p>	<p style="text-align: center;"><b>COPY NOT FOR CARRIER'S USE</b></p> <p>RECEIVED THE GOODS OF PACKAGES SAID TO CONTAIN GOODS HERE BY MENTIONED IN APPARENT GOOD ORDER AND CONDITION UNLESS OTHERWISE INDICATED, TO BE SHIPPED AS HEREIN PROVIDED. CARRIER HAS NOT INSPECTED CONTENTS OF SAID SEALED PACKAGES.</p> <p>THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSHIPPING OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIER'S TARIFFS ON FILE WITH THE INTERSTATE COMMERCE COMMISSION AND/OR THE FEDERAL MARITIME COMMISSION, WASHINGTON D.C.</p> <p>BY WITNESS WHEREOF, THE CARRIER OR ITS AGENT HAS SIGNED _____ ORIGINAL BILLS OF LADING ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.</p> <p style="text-align: right;">REVISED 2/02                      BY                      SEA STAR LINE, LLC</p>
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SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE)		TAX BOND NO.	SCAC	BL NO.	DATE
EMERALD EQUIPMENT LEASING (USA72686) 101 SOUTH KING STREET GLOUCESTER CITY NJ 08030			SSLH	3003025990	01-Dec-200
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE)		EXPORT REFERENCES		TAX STATUS	
EMERALD EQUIPMENT LEASING (USA72686) 101 SOUTH KING STREET GLOUCESTER CITY NJ 08030		BOOKING NUMBER ELM420SU6049		SHIPPER REFERENCE NO.	
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS.)		ALSO NOTIFY, ROUTING OR INSTRUCTIONS			
JOHN ALLEN () 904-923-3024					
PIER		PLACE OF RECEIPT			
SAN JUAN, PUERTO RICO					
VESSEL VOY. NO. FLAG		PORT OF LOADING		POINT AND COUNTRY OF ORIGIN	
EL MORRO 420 N UNITED STATES		SAN JUAN, PUERTO RICO			
PORT OF DISCHARGE		DESTINATION PORT		FINAL DESTINATION OF GOODS (NOT VESSEL)	
JACKSONVILLE, FL		JACKSONVILLE, FL			
PARTICULARS FURNISHED BY SHIPPER					
MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS		GROSS WEIGHT	MEASUREMENT
UNIT: PRMU5950831 TLI:	1 40RF	EMPTY RETURN		0 lbs	
UNIT: PRMU5955279 TLI:	1 40RF	EMPTY RETURN		0 kgs	
UNIT: PRMU5955601 TLI:	1 40RF	EMPTY RETURN		0 lbs	
UNIT: PRMU5955047 TLI:	1 40RF	EMPTY RETURN		0 kgs	
UNIT: PRMU595877 TLI:	1 40RF	EMPTY RETURN		0 lbs	
		EMPTY RETURN - NO CHARGE		0 kgs	
		MOVEMENT: PORT TO PORT NO S.E.D. REQUIRED-NO INDIVIDUAL SCHEDULE B NUMBER VALUED OVER \$2,500 SECTION 30.55 (PAR. H) TLI 2000-00-0246-0019 (500)		0 lbs	
				0 kgs	
TARIFF ITEM NUMBER	CHARGES	TOTAL		FREIGHT PAYABLE AT/BY:	
OC FRT NORTHBOUND	35	650.00	22,750.00	EMERALD EQUIPMENT LEASING (4EMEQL01)	
		TOTAL CHARGES: 22,750.00			
SHIPPER LOAD AND COUNT		FREIGHT COLLECT		COPY NON-NEGOTIABLE	
<p>* Carrier's \$500 limitation of liability per container shall apply, unless Carrier's tariff provides for Shipper's inland cargo insurance with terms specified in Clauses 23 and 24 on the reverse side or shipper selects Option (A) or (B) below.</p> <p>A. Ad Valorem - If Shipper declares a value in the space provided, Carrier's \$500 limitation per container will not apply, and carrier will charge the Ad Valorem rate for Shipper's cargo.</p> <p>Declared Value \$</p> <p>B. Insurance Coverage - See Clause 23 on the reverse side and applicable tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper requests Shipper's inland cargo insurance at the applicable rates charged by Carrier.</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Insured Value \$</p> <p>Subject to Clause 24 of Conditions, if the shipment is to be delivered to the Consignee without recourse on the consignee, the consignee shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</p> <p>Signature of Consignee</p>		<p>RECEIVED THE GOODS OF PACKAGES SAID TO CONTAIN GOODS HEREIN MENTIONED IN APPARENT GOOD ORDER AND CONDITION, UNLESS OTHERWISE INDICATED, TO BE SHIPPED AS HEREIN PROVIDED. CARRIER HAS NOT INSPECTED CONTENTS.</p> <p>THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSPORTING OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND REVERSE HEREOF, AND CARRIERS' TARIFFS ON FILE WITH THE INTERSTATE COMMERCE COMMISSION AND/OR THE FEDERAL MARITIME COMMISSION, WASHINGTON D.C.</p> <p>IN WITNESS WHEREOF, THE CARRIER OR ITS AGENT HAS SIGNED (PRINT NAME) OF LADING, ALL OF THE SAME TENDON AND DATE, D/S OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.</p> <p>REVISED 2002</p> <p>BY SEA STAR LINE, LLC</p>			

SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE)				TAX BOND NO.	SCAC	BL NO.	DATE
EMERALD EQUIPMENT LEASING (USA72686) 101 SOUTH KING STREET GLOUCESTER CITY NJ 08030					SSLH	3003025987	02-Dec-200
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE)				EXPORT REFERENCES		TAX STATUS	
EMERALD EQUIPMENT LEASING (USA72686) 101 SOUTH KING STREET GLOUCESTER CITY NJ 08030				BOOKING NUMBER ELM420SU6049A		SHIPPER REFERENCE NO.	
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS.)				Sales Agent or ICC (Complete Name, Address and Zip Code) Freight Broker LLC.			
JOHN ALLEN () 904-923-3024				ALSO NOTIFY, ROUTING OR INSTRUCTIONS			
PIER				PLACE OF RECEIPT			
SAN JUAN, PUERTO RICO							
VESSEL	VOY. NO	FLAG	PORT OF LOADING	POINT AND COUNTRY OF ORIGIN			
EL YUNQUE	421	N UNITED STATES	SAN JUAN, PUERTO RICO				
PORT OF DISCHARGE			DESTINATION PORT	FINAL DESTINATION OF GOODS (NOT VESSEL)			
JACKSONVILLE, FL			JACKSONVILLE, FL				
PARTICULARS FURNISHED BY SHIPPER							
MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS			GROSS WEIGHT	MEASUREMENT	
UNIT: PRMU5952433 TLI: 2002-00-0246	1	40RF	EMPTY RETURN			0 lbs	
UNIT: PRMU595248 TLI:	1	40RF	EMPTY RETURN			0 kgs	
UNIT: PRMU595237 TLI:	1	40RF	EMPTY RETURN			0 lbs	
UNIT: PRMU5955140 TLI:	1	40RF	EMPTY RETURN			0 kgs	
UNIT: PRMU5958508 TLI:	1	40RF	EMPTY RETURN			0 lbs	
			EMPTY RETURN - NO CHARGE			0 kgs	
			MOVEMENT: PORT TO PORT NO S.E.D. REQUIRED-NO INDIVIDUAL SCHEDULE B NUMBER VALUED OVER \$2,500 SECTION 30.55 (PAR. H) TLI 2000-00-0246-0019 (500)			0 lbs	
						0 kgs	
TARIFF ITEM NUMBER	CHARGES	TOTAL		FREIGHT PAYABLE AT/BY:			
OC FRT NORTHBOUND	5	650.00	3,250.00	EMERALD EQUIPMENT LEASING (4EMEQL01)			
			TOTAL CHARGES: 3,250.00				
SHIPPER LOAD AND COUNT				FREIGHT COLLECT			
COPY NON-NEGOTIABLE							
<p>* Carrier's 5000 limitation of liability per container shall apply, unless Carrier's tariff provides for Shipper's interest cargo insurance with limits specified in Clause 23 and 24 on the reverse side or Shipper selects Option (A) or (B) below.</p> <p>A. Ad Valorem - If Shipper declares a value in the space provided, Carrier's 5000 limitation per container will not apply, and carrier will charge the Ad Valorem rate for Shipper's cargo. Declared Value \$</p> <p>B. Insurance Coverage - See Clause 23 on the reverse side and applicable tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper requests Shipper's interest cargo insurance at the applicable rates charged by Carrier. Yes ( ) No Insured Value \$</p> <p>Subject to Clause 21 of Conditions, if the shipment is to be delivered to the Consignee without recourse on the consignee, the consignee shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</p> <p>Page 1 of 1</p> <p>Signature of Consignor</p>				<p>RECEIVED THE GOODS OF PACKAGES SAID TO CONTAIN GOODS HEREIN MENTIONED IN APPARENT GOOD ORDER AND CONDITION, UNLESS OTHERWISE INDICATED, TO BE SHIPPED AS HEREIN PROVIDED. CARRIER HAS NOT INSPECTED CONTENTS OR SEALED PACKAGES.</p> <p>THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSHIPMENT OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIERS TARIFFS ON FILE WITH THE INTERSTATE COMMERCE COMMISSION AND/OR THE FEDERAL MARITIME COMMISSION, WASHINGTON D.C.</p> <p>IN WITNESS WHEREOF, THE CARRIER OR ITS AGENT HAS SIGNED _____ ORIGINAL (S) OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.</p> <p>REVISED 2/02</p> <p>BY SEA STAR LINE, LLC</p>			

A-309

## SEA STAR LINE, LLC

COMBINED INLAND / OCEAN LONG FORM BILL OF LADING NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

SHIPPER/EXPORTER (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030		TAX BOND NO. SCAC SSLH	BL NO. 3004037171	DATE 27-Jan-2004
CONSIGNEE (COMPLETE NAME, ADDRESS, AND ZIP CODE) EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030		EXPORT REFERENCES BOOKING NUMBER ELY435SU3152		TAX STATUS SHIPPER REFERENCE NO.
NOTIFY PARTY (COMPLETE NAME, ADDRESS, ZIP CODE, TELEPHONE AND FAX NOS.)		ALSO NOTIFY, ROUTING OR INSTRUCTIONS		
PIER SAN JUAN, PUERTO RICO		PLACE OF RECEIPT		
VESSEL EL YUNQUE	VOL. NO. 435	FLAG N UNITED STATES	PORT OF LOADING SAN JUAN, PUERTO RICO	POINT AND COUNTRY OF ORIGIN
PORT OF DISCHARGE PORT EVERGLADES, FL.		DESTINATION PORT PORT EVERGLADES, FL.		
FINAL DESTINATION OF GOODS (NOT VESSEL)				
PARTICULARS FURNISHED BY SHIPPER				
MARKS AND NUMBERS TLI: 2002-00-0246-0022	NO OF PKGS 7	DESCRIPTION OF PACKAGES AND GOODS 20CH 7 BUNDLES OF 20FT CHASIS PRMC120154, 128, 102 PRMC120015, 217, 204 PRMC120196, 278, 171 PRMC120194, 378, 187 PRMC120149, 378, 158 PRMC120084, 011, 092 PRMC120349, 002, 366 NO S.E.D. REQUIRED-NO INDIVIDUAL SCHEDULE B NUMBER VALUED OVER \$2,500 SECTION 30.55 (PAR. H) TLI 2002-00-0246-0022 (500)		GROSS WEIGHT lbs kgs
MEASUREMENT				
 <p>THIS IS YOUR INVOICE REMIT PAYMENT TO: SEA STAR LINE LLC P.O. BOX 409363 ALBUQUERQUE, NM 87106-3633 PLEASE INCLUDE BL # ON YOUR REMITTANCE</p> <p>Invoice Audited</p>				
TARIFF ITEM NUMBER OC FRT NORTHBOUND	CHARGES 7	TOTAL 500.00	FREIGHT PAYABLE ATBY: 12	
TOTAL CHARGES: 3,500.00		EMERALD EQUIPMENT LEASING (USA61101) 101 SOUTH KING ST GLOUCESTER CITY NJ 08030		
SHIPPER LOAD AND COUNT		FREIGHT COLLECT		
COPY NON-NEGOTIABLE		<p>RECEIVED THE GOODS OF PACKAGES SAID TO CONTAIN GOODS HEREIN MENTIONED IN APPARENT GOOD ORDER AND CONDITION, UNLESS OTHERWISE INDICATED, TO BE SHIPPED AS HEREON PROVIDED. CARRIER HAS NOT INSPECTED CONTENTS OR UNSEALED PACKAGES.</p> <p>THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSPORTING OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIERS' TARIFFS ON FILE WITH THE INTERSTATE COMMERCE COMMISSION AND/OR THE FEDERAL MARITIME COMMISSION, WASHINGTON D.C.</p> <p>IN WITNESS WHEREOF, THE CARRIER OR ITS AGENT HAS SIGNED _____ ORIGINAL BILL(S) OF LADING, ALL OF THE SAME TENDR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID</p> <p>REVISED 2/02 BY SEA STAR LINE, LLC</p>		
<p>Carrier's 5000 limitation of liability per container shall apply, unless Carrier's tariff provides for Shipper's interest cargo insurance with limits specified in Clause 23 and 24 or the reverse side or other applicable Options (A) or (B) below.</p> <p>A. Ad Valorem - If Shipper declares a value in the space provided, Carrier's 5000 limitation per container will not apply, and carrier will charge the Ad Valorem rate for Shipper's cargo.</p> <p>Declared Value \$ _____</p> <p>B. Insurance Coverage - See Clause 23 on the reverse side and applicable tariff to determine whether Shipper's cargo can be insured. If cargo can be insured, Shipper requests Shipper's interest cargo insurance at the applicable rate charged by Carrier.</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Insured Value \$ _____</p> <p>Subject to Clause 24 of Conditions, if the shipment is to be delivered to the Consignee without release on the consignee, the consignee shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</p>		<p>Signed by _____</p> <p>Signature of Consignor</p>		

**SEA STAR LINE, LLC  
SELF-BILLING REPORT**

**Billing Period:** 12/01/03 TO 12/31/03  
**Owner:** EMERALD EQUIPMENT LEASING

<u>EQUIPMENT TYPE</u>	<u>TOTAL UNITS</u>	<u>PER DIEM</u>	<u>TOTAL AMOUNT</u>
20' CHASSIS	1	\$2.20	\$68.20
40' CHASSIS	1	\$2.20	\$68.20
45' CHASSIS	1	\$2.40	\$74.40
	<u>3</u>		<u>\$210.80</u>

<b>GRAND TOTAL:</b>	<b>3</b>	<b>\$210.80</b>
---------------------	----------	-----------------

Self Billing Register  
 Billing Period 12-01-2003 TO 12-31-2003  
 Lessor: EMERALD  
 CONTRACT NO: EME01

EQUIPMENT #	ON-HIRE DATE	ON-HIRE ORIGIN	ON-HIRE DEPOT	OFF-HIRE DATE	PER DIEM RATE	DAYS CHARGED IN BILLING PERIOD	AMOUNT	COMMENTS
<b>CARGO TYPE: 40CH</b>								
PRMC045313	21-May-2002	PRSJU	PTN		2.20	31	\$68.20	OFFER TO PURCHASE PENDING
							<u>\$68.20</u>	
<b>Total 40CH :</b>		<b>1</b>						
<b>CARGO TYPE: 45CH</b>								
PRMC150430	17-Jul-2002	CALAX	GIS		2.40	31	\$74.40	TO BE SWAPPED WITH PRMC150067
							<u>\$74.40</u>	
<b>Total 45CH :</b>		<b>1</b>						
<b>CARGO TYPE: 20CH</b>								
PRMC120421	30-May-2002	PRSJU	PTN		2.20	31	\$68.20	OFFER TO PURCHASE PENDING
							<u>\$68.20</u>	
<b>Total 20CH :</b>		<b>1</b>						
<b>Total Units</b>		<b>3</b>						
<b>Total Offhired</b>		<b>0</b>						
<b>EOM Total:</b>		<b>3</b>						
<b>Total Due to Emerald:</b>							<u>\$210.80</u>	



JANUARY 14, 2004

ARTURO

PLEASE STACK THE FOLLOWING 20FT  
CHASSIS AND HAVE THE DELIVERED AT  
PORT EVERGLADES

PRMC 120378	120414	120171	120187
120094	120366	120349	120002
120194	120278	120196	120158
120377	120149	120102	120128
120154	120092	120011	120204
120219	120015		

THERE IS NO REQUIREMENT FOR SPECIFIC CHASSIS  
TO BE IN ANY SPECIFIC STACK

CHASSIS 120772 120492 120451 WILL BE  
PICKED UP BY ENS CO CALIBE

DO NOT STACK OR DELIVER THE FOLLOWING CHASSIS  
PRMC

120041	120145	120419	120028	120021
120362	120431	120262	120334	120374
120352	120211	120160	120084	120263
120687				
UFCC 42211				

THANK YOU

*Arturo*

SE52415

A-313



May 28 07 09:41p Tim Armstrong

9042808098

p.1

01-18-2007 15:58 From:

T-646 P-021/022 F-178

**ADELMAN LAVINE GOLD AND LEVIN**  
A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS AT LAW

LEWIS H. GOLD  
ARON H. LEVIN  
CARY M. SCHLESINGER  
DARYL D. REISMAN  
CARY D. MESSLER  
STEVEN D. BROWN  
MATTHEW H. LEVINSKY  
LEON I. SHALSON  
ALAN J. WOLPOFF  
KATHLEEN E. TORREY  
WILLIAM A. HINGSTMAN  
VICTORIA THOMAS SHELTER  
ROBERT J. LEVITAN  
BRADFORD J. SANDLER  
MARK REEFER  
D. ANDREW BERTONELLI JR.  
JENNIFER K. HOOVER

SUITE 900  
FOUR PENN CENTER  
PHILADELPHIA, PA 19103-2808  
(215) 568-7515

FACSIMILE (215) 567-7022  
E-MAIL: [info@adelmanlavinegold.com](mailto:info@adelmanlavinegold.com)

SUITE 710  
819 NORTH MARKET STREET  
WASHINGTON, DC 20002  
202-638-8280

February 25, 2004

**BY TELECOPIER (215-635-4771)**

Storage Transfer L.L.C.  
c/o Lorraine Robins  
7900 Old York Road  
Unit 812B  
Elkins Park, PA 19027

Re: Contribution to the Emerald Estate

Dear Ms. Robins:

I am advised that Storage Transfer L.L.C. ("Storage") has acquired the secured position of MBC Leasing Company in the Estate of Emerald Equipment Leasing, Inc. ("Emerald"). Emerald currently intends to prosecute certain substantial claims against Sea Star Lines, LLC. Storage has agreed to contribute to the Emerald estate 15% of any proceeds, net of expenses or other amounts disbursed to third parties, it would otherwise receive on account of its secured claim as a result of any settlement of the Sea Star claim or the collection of any judgment obtained upon prosecution of this claim. Storage has further agreed that these funds may be used by Emerald to fund a plan of reorganization and that Storage will not assert a deficiency claim against Emerald with respect to any proceeds contributed by Storage to the Emerald estate.

E68500

May 28 07 09:41p Tim Armstrong

9042808098

p.2

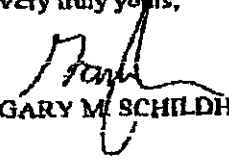
01-18-2007 15:59 From-

T-646 P.022/022 F-178

Storage Transfer L.L.C.  
February 25, 2004  
Page 2

Please exercise this letter on the space provided below to indicate  
Storage's agreement to the carveout from its secured claim in accordance with the terms  
set forth above.

Very truly yours,

  
GARY M. SCHILDHORN

GMS and

cc: Mr. Thomas Holt, Sr.

p.1393110 letters/storage transfer2

AGREED TO AND ACCEPTED BY:  
STORAGE TRANSFER L.L.C.

By: 

Lorraine Robins,  
Its Sole Member

E68501

A-315

**FILED**

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA

JACKSONVILLE DIVISION

CASE NO. 3:04-cv-00146-UA-HTS

CLERK, U.S. DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE, FLORIDA

SEA STAR LINE, LLC,  
a limited liability company,

Plaintiff,

-vs-

EMERALD EQUIPMENT LEASING, INC.,  
a corporation,

Defendant.

COMPLAINT

Plaintiff, SEA STAR LINE, LLC ("SEA STAR"), sues  
Defendant, EMERALD EQUIPMENT LEASING, INC. ("EMERALD"), and states:

1. This is an action for declaratory judgment and other relief pursuant to 28 U.S.C.A. §§2201 and 2202 and for damages. The matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs. Federal jurisdiction exists pursuant to 28 U.S.C.A. §§1333, 1337, and 1367.

2. SEA STAR is a limited liability company organized and existing under the laws of the State of Delaware. At all material times, SEA STAR has maintained its principal place of business in Jacksonville, Florida. As an ocean carrier, SEA STAR transports cargo in interstate commerce.

3. EMERALD, a Delaware corporation, is a named Debtor

under Chapter 11 of the United States Bankruptcy Code. At all material times, EMERALD has done substantial business with SEA STAR in the State of Florida. Such business includes but is not limited to delivery and return of equipment in the Port of Jacksonville, Florida, as well as carriage of equipment as cargo from the Port of San Juan, Puerto Rico to the Port of Jacksonville, Florida and Port Everglades, Florida.

4. In April 2002 SEA STAR entered into an Asset Purchase Agreement, as amended, with NPR, INC. ("NPR"), a Delaware corporation, and other named Debtors in proceedings pending under Chapter 11 of the United States Bankruptcy Code. Subsequently EMERALD and MBC Leasing Corp. ("MBC"), its secured lender, objected to the proposed sale. Among expressed concerns were payments for equipment leased to NPR and used for cargo shipments that would be in process at the time of and after closing of the asset purchase ("shipments in process") and storage charges. Having heard arguments on April 26, 2002, the bankruptcy court overruled "the Emerald entities" objections and said that any rights would be preserved to argue against the sale proceeds.

5. SEA STAR and NPR representatives agreed to payment and claim procedures and deadlines with respect to shipments in process. When NPR's counsel outlined the plan to the bankruptcy court, he confirmed that components of SEA STAR payments included NPR's projected equipment leasing and financing costs, labor, materials, and other factors involved in transporting shipments in

process from origin to destination points. Further, the attorney acknowledged that NPR might be subject to administrative claims, filed by owners and lessors of equipment used for shipments in process.

6. On April 26, 2002, the bankruptcy court issued an Order Authorizing Sale of the NPR Assets Free and Clear of All Liens, Claims and Encumbrances ("Sale Order"). Overruling all objections that had not been withdrawn, the Sale Order authorized SEA STAR's acquisition of specific NPR assets. SEA STAR had refused to acquire, assume, or accept assignment of any equipment agreements between EMERALD and NPR. As to equipment not purchased or leased by SEA STAR, the Sale Order states in part:

Buyer [SEA STAR] shall cooperate in removing any such equipment from vessels in transit and store such equipment on leased premises at the final port of destination, to the extent such final destination is a leased premises sold and assigned to the Buyer under the Asset Purchase Agreement. Nothing contained in this Order shall prejudice any of Emerald's rights to seek disgorgement of funds based on any of its claims.

...  
After closing of the sale to Buyer, all creditors of the Debtors, whether known or unknown, are hereby enjoined from asserting or prosecuting any claim or cause of action against Buyer or the Purchased Assets to recover on account of any liability owed by the Debtors.

A copy of the Sale Order is attached as Exhibit "A".

7. Closing of the asset purchase occurred on April 27, 2002 at 3:00 a.m. In compliance with the Sale Order, SEA STAR

stored equipment located on or returned to premises acquired and leased by SEA STAR at final ports of destination pursuant to the Asset Purchase Agreement. SEA STAR and MBC agreed to a thirty (30) day grace period before storage charges would begin to accrue with respect to MBC and EMERALD equipment.

8. In accordance with procedures approved by the bankruptcy court, SEA STAR paid NPR all amounts due for shipments in process, including equipment expenses. NPR submitted no additional reimbursement claims. In Answers to Interrogatories dated July 9, 2002, NPR acknowledged that "[n]o amount is due to NPR from Sea Star for use of Emerald Equipment being used at the time of Closing" or "for the use of Emerald Equipment located on a vessel purchased by Sea Star at the time of Closing."

9. The bankruptcy court later issued an Order allowing MBC to foreclose its security interest in EMERALD equipment. Dated July 22, 2002 but effective as of April 29, 2002, the Order terminated the automatic stay in regard to certain equipment. The Order also authorized MBC to remove equipment from EMERALD's possession and to sell equipment, applying the proceeds to EMERALD's indebtedness to MBC. A copy of the Order is attached as Exhibit "B".

10. Throughout the remainder of 2002 and 2003, MBC controlled decisions communicated to SEA STAR concerning EMERALD equipment. A June 10, 2002 letter from Scott Krieger of MBC to Thomas Holt, Sr. of EMERALD confirmed:



Any money due from Sea Star for use of any of containers, gensets, and chassis previously leased by Emerald Equipment Leasing to NPR, Inc. and Holt Cargo Systems for a purpose other than completing shipments in progress on April 27 when Sea Star purchased certain assets of NPR and Holt Cargo shall be paid directly to MBC Leasing. Any money due from Sea Star for use of any of the Emerald Equipment to complete shipments in progress on April 27 shall be paid in accordance with the Memorandum that MBC understands exists between Sea Star and NPR, Holt Cargo, and possibly other affiliates to be allocated in accordance with the Bankruptcy Court's ruling on the allocation of proceeds of sale to Sea Star.

A copy of the letter is attached as Exhibit "C". The following day Thomas Holt, Jr. requested that SEA STAR "remit a check in accordance with the attached letter from MBC Leasing, Corp." A copy of the letter is attached as Exhibit "D".

11. In a June 19, 2002 letter, MBC's attorney wrote:

At the hearing on the approval of the sale of assets of Holt Cargo and NPR to Sea Star, MBC sought a temporary restraining order to stop Sea Star from using any of the Emerald Equipment after closing. The Court, however, ruled that as long as Sea Star compensated the Debtors for such use and cooperated with Lessors and secured creditors in recovering their equipment once shipments in progress at the time of closing were completed, Sea Star would be permitted to use assets that it was not purchasing for purposes of completing shipments in process. Lessors and secured creditors were directed to assert their claims for use of their equipment after closing against the monies paid by Sea Star in the hands of Debtors.

...

...[F]unds due for use of the Emerald Equipment to complete shipments in process at the time of closing should be remitted to the Debtors and any additional funds due for use

of the Emerald Equipment after closing should be remitted directly to MBC ....

A copy of the letter is attached as Exhibit "E".

12. On September 28, 2002, MBC and SEA STAR entered into an Indemnity Agreement, which provides in part:

(a) "MBC is willing to indemnify SEA STAR against claims by COMPETING CLAIMANTS [defined to include EMERALD] on the terms and conditions set forth in this AGREEMENT to induce SEA STAR to pay MBC for the use of the EMERALD EQUIPMENT...on or after April 27, 2002 immediately."

(b) Upon execution of the Agreement, SEA STAR would remit to MBC payment "for each item of the EMERALD EQUIPMENT used during the period of April 27, 2002 through and including July 31, 2002...after deduction of such reasonable charges as are due to SEA STAR for storage and handling of EMERALD EQUIPMENT ...."

(c) Beginning August 31, 2002 and continuing on the last day of each succeeding month, "SEA STAR shall remit to MBC for each item of EMERALD EQUIPMENT in SEA STAR'S possession during that month or portion thereof compensation of the daily rates specified on the EMERALD SCHEDULE from the first day of the month through and including the earliest of: (a) the day on which SEA STAR purchases such item and pays the purchase price therefor; (b) the day on which SEA STAR makes such item available for removal from SEA STAR'S possession by MBC; or (c) the last day of the month after deduction of such reasonable charges as are due to SEA STAR for storage and handling of EMERALD EQUIPMENT...."

(d) "MBC acknowledges and agrees that the compensation rates set forth in 'Equipment Schedule A'...represent fair and reasonable compensation for the use of the EMERALD EQUIPMENT...and that provided SEA STAR pays the amounts specified in Section 1 of this AGREEMENT for each item of EMERALD EQUIPMENT...that it has used during the applicable period when and as due, subject to deductions specified in Section 1, MBC will assert no further claims against SEA STAR for compensation for the use of the EMERALD EQUIPMENT...by SEA STAR."

(e) "MBC acknowledges and agrees that if SEA STAR

enters into a Rental Agreement with EMERALD which is approved by MBC, in writing, MBC shall not interfere with SEA STAR'S right to use or possession of any EMERALD EQUIPMENT that is the subject of such agreement so long as SEA STAR complies with the terms and conditions of such agreement."

A copy of the Indemnity Agreement is attached as Exhibit "F".

13. On October 4, 2002, SEA STAR sent MBC a check in the amount of \$184,084.93 for *per diem* use of EMERALD equipment from April 27 through July 31, 2002, less storage and handling. Enclosed with the payment were *per diem* self-billing report summaries, corresponding to detailed self-billing reports previously submitted. Also enclosed were detailed invoices for storage and handling.

14. After MBC approved the contract form and substance, SEA STAR and EMERALD signed an Equipment Rental Agreement ("EMERALD Agreement"). The EMERALD Agreement is a maritime contract pertaining to equipment used in connection with carriage of cargo onboard vessels in maritime commerce. A copy of the EMERALD Agreement is attached as Exhibit "G".

15. Terms and conditions of the EMERALD Agreement, dated as of July 31, 2002, "cover equipment in use at various times commencing April 29, 2002." For each item of equipment, the EMERALD Agreement provides in pertinent part:

(a) The lease term "shall begin on the date of delivery to SEA STAR and ends on the date of off-hire ...."

(b) Delivery "shall be effected and evidenced by signed and dated equipment interchange receipts".

(c) SEA STAR shall redeliver equipment to EMERALD at Greenwich terminal, Philadelphia, Pennsylvania; SEA STAR terminal, Puerto Nuevo, San Juan, Puerto Rico; Greenwich terminal, Port of Jacksonville, Florida; or any other location as to which the parties have agreed in writing. At least 72 hours prior to actual redelivery, SEA STAR shall give EMERALD a written estimate of types and quantities of equipment which SEA STAR intends to redeliver at particular ports.

(d) Upon redelivery the receiving terminal will execute an equipment interchange receipt. Equipment will be taken off hire, and rental charges will cease. If equipment is returned with damage exceeding the damage exclusion specified in Schedule "A", EMERALD will inform SEA STAR within 7 days after return.

16. After the closing with NPR, SEA STAR on-hired EMERALD equipment not involved in shipments in process on the date SEA STAR's use began. SEA STAR on-hired EMERALD equipment delivered to SEA STAR's leased premises after shipments in process on the date SEA STAR's use for a new cargo movement began.

17. SEA STAR redelivered on-hired EMERALD equipment in the following manner:

(a) Philadelphia, PA: Upon return to the Greenwich receiving terminal and execution of an equipment interchange receipt, also known as a trailer interchange receipt ("TIR"), after SEA STAR's use;

(b) San Juan, P.R.: Upon return to the SEA STAR receiving terminal and execution of an equipment interchange receipt or TIR after SEA STAR's use;

(c) Jacksonville, FL: Upon return to the SEA STAR receiving terminal and execution of an equipment interchange receipt or TIR after SEA STAR's use prior to August 1, 2002, as shown by self-billing reports delivered to MBC and EMERALD; upon return to the Greenwich receiving terminal and execution of an equipment interchange receipt or TIR after SEA STAR's use on and after August 1, 2002;

(d) Other Designated Terminals: Upon return to the receiving terminal and execution of an equipment interchange receipt or TIR after SEA STAR's use.

18. In the Port of Jacksonville, no Greenwich terminal existed before August 1, 2002, since Jaxport had seized and locked the terminal after NPR ceased operations. SEA STAR arranged with Jaxport, and MBC paid, to rent acreage for temporary storage of redelivered EMERALD equipment. As of August 1, 2002, Greenwich occupied the former NPR terminal, where EMERALD equipment could be redelivered and stored. EMERALD equipment previously redelivered by SEA STAR and stored on the rented acreage eventually was moved to the Greenwich terminal.

19. EMERALD equipment located on SEA STAR's premises but not on-hired by SEA STAR remained in storage pursuant to the Sale Order and SEA STAR'S agreement with MBC. Throughout 2002 and 2003, MBC and EMERALD continued to utilize SEA STAR facilities for storage of EMERALD equipment that they were trying to sell to third parties. Despite demand EMERALD still has not removed all equipment from SEA STAR's terminal in Puerto Nuevo, San Juan, Puerto Rico.

20. SEA STAR has performed all conditions precedent required to initiate and maintain this action, or all such conditions have occurred.

COUNT I

SEA STAR reiterates its allegations in paragraphs 1

through 20 above and further states:

21. A dispute has arisen between SEA STAR and EMERALD as to the parties' rights and obligations under the EMERALD Agreement and the Sale Order. SEA STAR seeks a declaration of its rights and other legal relations under the EMERALD Agreement and the Sale Order. In particular, SEA STAR requests that the Court declare:

(a) SEA STAR has no responsibility or liability for rental, damage, or loss of equipment subject to previous agreements between EMERALD and NPR that SEA STAR did not use pursuant to the EMERALD Agreement after closing of the asset purchase.

(b) SEA STAR has no responsibility or liability to pay rent while EMERALD equipment was involved in shipments in process. For such equipment any SEA STAR on-hire and rental obligation began when SEA STAR signed an equipment interchange receipt or TIR for use--or other written evidence discloses SEA STAR's use at a particular time--after completion of a shipment in process.

(c) Any SEA STAR on-hire and rental obligation for EMERALD equipment not involved in shipments in process began when SEA STAR signed an equipment interchange receipt or TIR for use--or other written evidence discloses SEA STAR's use at a particular time--on or after April 29, 2002.

(d) SEA STAR has no responsibility or liability to pay rent for EMERALD equipment located and stored in a SEA STAR terminal as of or after closing and is entitled to compensation for storage after expiration of the 30-day grace period afforded for



EMERALD equipment.

(e) Any SEA STAR on-hire and rental obligation for EMERALD equipment in the possession of or returned to third parties, such as non-SEA STAR depots, shipper pools, or shipper warehouses, as of and after closing began when SEA STAR signed an equipment interchange receipt, TIR, or other written order, removing such equipment from a depot or shipper pool or acknowledging receipt from a customer or delivering carrier for SEA STAR's use. Otherwise, SEA STAR has no responsibility and is not obligated to pay rent for such equipment.

(f) SEA STAR's obligation to pay rent for EMERALD equipment on-hired by SEA STAR ended at the following times:

(i) Philadelphia, PA: Upon return to the Greenwich receiving terminal at Packer Avenue and execution of an equipment interchange receipt or TIR after SEA STAR's use of particular equipment;

(ii) San Juan, P.R.: Upon return to the SEA STAR receiving terminal and execution of an equipment interchange receipt or TIR after SEA STAR's use of particular equipment;

(iii) Jacksonville, FL: Upon return to the SEA STAR receiving terminal and execution of an equipment interchange receipt or TIR after SEA STAR's use prior to August 1, 2002, as shown by self-billing reports delivered to MBC and EMERALD; or upon return to the Greenwich receiving terminal on or after August 1, 2002 and execution of equipment interchange receipt or TIR after

SEA STAR's use of particular equipment;

(iv) Other Designated Terminals: Upon return to the receiving terminal and execution of an equipment interchange receipt or a TIR after SEA STAR's use of particular equipment.

(g) In regard to EMERALD equipment shipped to or located in the Dominican Republic, SEA STAR is not obligated:

(i) To accept responsibility or pay rent for EMERALD equipment involved in shipments in process;

(ii) To accept responsibility or pay rent for EMERALD equipment stored or seized by third parties as of the closing;

(iii) To accept responsibility or pay rent for EMERALD equipment stored or seized by third parties after the closing, unless a signed equipment interchange receipt or TIR discloses SEA STAR's use on or after April 29, 2002.

(h) SEA STAR has no responsibility or liability for equipment damage claims not reported by EMERALD within seven (7) days after redelivery.

(i) SEA STAR has no responsibility or liability for EMERALD lost equipment claims unless such equipment was not involved in shipments in process and a signed equipment interchange receipt or TIR discloses SEA STAR's use on or after April 29, 2002.

22. SEA STAR further requests that the Court declare:

(a) EMERALD's monetary claims are limited by the terms of the Sale Order and the EMERALD Agreement.

(b) SEA STAR is entitled to reimbursement or credit for rent paid or credited with respect to EMERALD equipment while such equipment was involved in shipments in process.

(c) EMERALD is liable to pay SEA STAR for storage of EMERALD equipment on SEA STAR's premises.

(d) EMERALD is liable to pay SEA STAR for carriage of EMERALD equipment onboard SEA STAR vessels at EMERALD's request.

(e) EMERALD is liable to pay SEA STAR for goods and services provided in connection with EMERALD equipment.

(f) EMERALD is obligated to effect immediate removal of all EMERALD equipment from SEA STAR's premises.

WHEREFORE, Plaintiff demands judgment against Defendant for declaratory and other relief, together with costs of Court.

#### COUNT II

SEA STAR reiterates its allegations in paragraphs 1 through 20 above and further states:

23. During 2003 and 2004, EMERALD entered into contracts of carriage with SEA STAR with respect to shipment of goods onboard SEA STAR vessels. SEA STAR issued and delivered bills of lading for such shipments.

24. EMERALD breached its maritime contracts by failing and refusing to pay amounts due.

25. As a result of such breaches, SEA STAR has sustained damage.

WHEREFORE, Plaintiff demands judgment against Defendant

for actual damages, together with prejudgment and postjudgment interest, and costs of Court.

COUNT III

SEA STAR reiterates its allegations in paragraphs 1 through 20 above and further states:

26. EMERALD owes SEA STAR \$92,318.05 that is due with interest commencing on the date of each bill of lading and invoice included in the SEA STAR account with EMERALD.

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

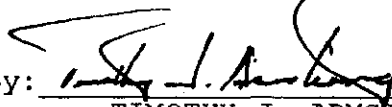
COUNT IV

SEA STAR reiterates its allegations in paragraphs 1 through 20 above and further states:

27. EMERALD owes SEA STAR \$92,318.05 that is due with interest commencing on the date of each bill of lading and invoice for goods delivered and services provided to EMERALD.

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

ARMSTRONG & MEJER, P.A.  
Suite 1111, Douglas Centre  
2600 Douglas Road  
Coral Gables, FL 33134  
Telephone: (305) 444-3355  
Telefax: (305) 442-4300

By:   
TIMOTHY J. ARMSTRONG

2/3 P. #11 24, 965. 1400 3500

**BILL OF SALE**  
(U.C.C. Sale)

KNOW ALL MEN BY THESE PRESENTS, that, pursuant to Section 9-610 of the Maryland Uniform Commercial Code, Storage Transfer, LLC. ("SELLER"), as secured creditor of Emerald Equipment Leasing, Inc. ("DEBTOR"), for the sum One Hundred Fifty Seven Thousand Five Hundred Dollars U.S. (\$ 157,500.00 ), the receipt and adequacy of which are hereby acknowledged, has granted, sold, conveyed, and transferred and by these presents does grant, sell, convey and transfer unto Priority Ro Ro LLC, C/O E. T. Heinsen (the "BUYER"), whose address is George Washington Avenue, 353 Santo Domingo, DR. all of the DEBTOR'S interests and all of the SELLER'S right, title and interest, as secured creditor, in and to the assets listed on Exhibit A (collectively, the ASSETS").

The ASSETS are transferred to the BUYER by the SELLER "where is," in "AS IS" condition and with all faults, WITHOUT ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, to have and to hold the same unto the BUYER, its successors and assigns forever. There is no warranty relating title, to possession, quiet enjoyment or the like.

The BUYER executes this BILL OF SALE for purposes of acknowledging the foregoing disclaimers of warranties. The BUYER further executes this BILL OF SALE to confirm the agreement of the BUYER that any federal, state or local sales, excise, use, transfer, or other tax, if any, imposed on, or resulting from, the transfer of the ASSETS by the SELLER to the BUYER, and any penalties, interest, or other related charges, whether imposed upon the SELLER or the BUYER under applicable law, shall be the responsibility of the BUYER. The BUYER agrees to indemnify the SELLER and hold the SELLER harmless from all such taxes and related charges.

The laws of the State of Pennsylvania shall govern this BILL OF SALE.

**EXHIBIT S.T.-9**  
ROBINS - 1/2/08 - gli  
[www.DeposDE.com](http://www.DeposDE.com)

30/APR/2004/FRI 02:46 PM FERRIES DEL CARIBE  
16-04-04 11:15 809 221 8686

FAX No. 787 832 1640  
ET HEINSEN ->17878311810

P. 002  
Pag. 04

SENT BY: ;

215 838 2351

APR-16-04 12:54;

PAGE 4/9

IN WITNESS WHEREOF, the SELLER has caused these presents to be executed, sealed  
and delivered in its name by its authorized representative on this 16 day of April, 2004.

SELLER:  
STORAGE TRANSFER, LLC.

BY: [Signature] (SEAL)

Name: Arthur H. Davis  
Title: Authorized Agent

BUYER:  
PRIORITY BOARD LLC C/O E. T. HEINSEN

BY: [Signature] (SEAL)

Name: [Signature]  
Title: [Signature]

APR 16 '04 12:52

809 221 8686

PAGE. 04

A-331



JU/AFK/ZU04/PK1 02:40 PM PEKKIES DEL CARRIBE

PAA NO. 181 832 1040

P. 001

SENT BY: ;

215 635 2351;

APR-30-04 11:41;

PAGE 1/1

Sr, Nestor Gonzalez  
Marine Express, Inc  
Mayaguez, PR

Fax 787-831-1810

Dear Nestor,

In response to our conversation of Thursday, April 29, 2004 with regard to the bill of sale dated April 16, 2004 we would suggest the following payment schedule

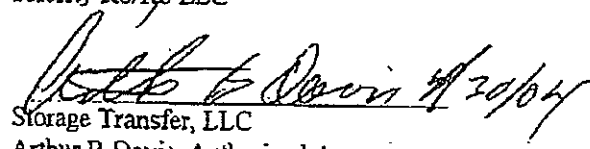
5/03/04	<del>57,500.00</del> <sup>25,000.00</sup>	RECEIVED 24,965.00
5/24/04	25,000.00	RECEIVED 24,965.00 5/24/04
6/14/04	25,000.00	
6/28/04	25,000.00	
7/06/04	<del>25,000.00</del> <sup>57,500.00</sup>	

If you are agreeable to this payment schedule, we make this schedule part of the bill of sale.

Accepted by buyer

  
Priority Ro/Ro LLC

Accepted by seller

  
Storage Transfer, LLC  
Arthur B Davis, Authorized Agent

APR 30 '04 10:52

215 635 2351

PAGE 01

A-332

Emerald Chassis located with E T Heinsen					04/14/04	
Prefix	Number	Year	MFG	Serial	Cost	
PRMC	045043					
PRMC	045245	1976	Trailmobile	P30458	1,300.00	
PRMC	045247	✓ 1976	Trailmobile	P30662	1,300.00	✓
PRMC	045352	✓ 1976	Trailmobile	P30767	1,300.00	✓
PRMC	045491	✓ 1976	Trailmobile	P30906	1,300.00	✓
PRMC	150111	capture				
PRMC	150118	capture				
PRMC	150227	✓ 1987	Loadcraft	1LDR45205HB873197	1,750.00	✓
PRMC	150306	1987	Loadcraft	1LDE45201HB873276	1,750.00	✓
PRMC	150396	✓ 1987	Loadcraft	1LDR45202HB873366	1,750.00	✓
PRMC	150515	✓ 1987	Loadcraft	1LDR4520XHB873485	1,750.00	✓
PRMC	150560	✓ 1987	Loadcraft	1LDR45200HB873530	1,750.00	✓
PRMC	150608	capture	Loadcraft			
PRMC	150617	✓ 1987	Loadcraft	1LDR45207HB873587	1,750.00	✓
PRMC	150656	1987	Loadcraft	1DLR45202HB873626	1,750.00	✓
PRMC	150667	capture	Loadcraft			
PRMC	150674	1987	Loadcraft	1LDR45204HB873644	1,750.00	✓
PRMC	150733	✓ 1987	Loadcraft	1LDR45205HB873703	1,750.00	✓
PRMC	150744	1987	Loadcraft	1LDR4520XHB873714	1,750.00	✓
PRMC	150843	✓ 1987	Loadcraft	1LDR45201HB873813	1,750.00	✓
PRMC	150851	capture	Loadcraft			
PRMC	150925	1987	Loadcraft	1LDR45207HB873895	1,750.00	✓
PRMC	150926	✓ 1987	Loadcraft	1LDR45209HB873896	1,750.00	✓
PRMC	150957	✓ 1987	Loadcraft	1LDR45205HB873927	1,750.00	✓
PRMC	151040	✓ 1987	Loadcraft	1LDR45201HB874010	1,750.00	✓
PRMC	151132	1987	Loadcraft	1LDR45206HB874102	1,750.00	✓

Emerald Chassis located with E T Heinsen							04/14/04
Prefix	Number	Year	MFG	Serial	Cost		
PRMC	151143	✓ 1987	Loadcraft	1LDR45200HB874113	1,750.00	✓	
PRMC	151162	✓ 1987	Loadcraft	1LDR45204HB874132	1,750.00	✓	
PRMC	151202	1987	Loadcraft	1LDR45205HB874172	1,750.00	✓	
PRMC	151228	1987	Loadcraft	1LDR45201HB874198	1,750.00	✓	
PRMC	151232	✓ 1988	Loadcraft	1LDR452R6JB900752	1,750.00	✓	
PRMC	151254	✓ 1988	Loadcraft	1LDR452R5JB900774	1,750.00	✓	
PRMC	151321	✓ 1988	Loadcraft	1LDR452R5JB900841	1,750.00	✓	
PRMC	151377	✓ 1988	Loadcraft	1LDR452RXJB900897	1,750.00	✓	6
PRMC	151460	capture	Loadcraft				
PRMC	170017	1987	Loadcraft	1LDE40206HB870018	1,650.00	✓	
PRMC	170077	1987	Loadcraft	1LDE40202HB870078	1,650.00	✓	
PRMC	170172	✓ 1987	Loadcraft	1LDE40207HB870173	1,650.00	✓	
PRMC	170176	✓ 1987	Loadcraft	1LDE40204HB870177	1,650.00	✓	
PRMC	170224	capture	Loadcraft				
PRMC	170371	capture	Loadcraft				
PRMC	170625	capture	Loadcraft				
PRMC	170733	✓ 1987	Loadcraft	1LDE4020XHB870734	1,650.00	✓	
PRMC	170746	✓ 1987	Loadcraft	1LDE40208HB870747	1,650.00	✓	
PRMC	170933	capture	Loadcraft				
PRMC	171229	1987	Loadcraft	1LDE40209HB871230	1,650.00	✓	
PRMC	171408	✓ 1987	Loadcraft	1LDE40204HB871409	1,650.00	✓	
PRMC	171433	capture	Loadcraft				
PRMC	171514	✓ 1987	Loadcraft	1LDE40203HB871515	1,650.00	✓	
PRMC	171751	✓ 1987	Loadcraft	1LDE40206HB871752	1,650.00	✓	
PRMC	171752	1987	Loadcraft	1LDE40208HB871753	1,650.00	✓	
PRMC	171915	capture	Loadcraft				11
PRMC	171989	capture	Loadcraft				

Emerald Chassis located with E T Heinsen						04/14/04	
Prefix	Number		Year	MFG	Serial	Cost	
PRMC	172279		1987	Loadcraft	1LDE40207HB872280	1,650.00	
PRMC	172404		1987	Loadcraft	1LDE40201HB872405	1,650.00	
PRMC	172538	capture	1987	Loadcraft			
PRMC	172750	capture	1987	Loadcraft			
PRMC	172843		1987	Loadcraft	1LDE40205HB872844		
PRMC	172871	capture	1987	Loadcraft		1,650.00	
PRMC	172944		1987	Loadcraft	1LDE40200HB872945	1,650.00	4
PRMZ	085146		1979	Budd	184603L	1,300.00	
PRMZ	088389		1980	Bertolini	B41322	1,300.00	
PRMZ	173662		1981	Bertolini	1BZ2C4124BT003029	1,300.00	
UFCC	072495		1976	Strick	P615314	1,300.00	
UFCC	085642		1979	Bertolini	B35884	1,300.00	
UFCC	700900		1978	Theurer	N58239	1,300.00	6
					TOTAL PAYABLE	79,750.00	

Emerald Owned Equipment								
Chassis captured in San Juan								
Prefix	Number	Year	Mfg	Serial	Capture Cost	Equipment Cost	Total Payable	
PRMC	045076	1976	Trailmobile	P30491	\$ 350.00	1,300.00 ✓	1,650.00	
PRMC	045126	1976	Trailmobile	P30541	\$ 350.00	1,300.00 ✓	1,650.00	
PRMC	045245	1976	Trailmobile	P30660	\$ 350.00	1,300.00 ✓	1,650.00	
PRMC	045313	1976	Trailmobile	P30728	\$ 350.00	1,300.00 ✓	1,650.00	✓
PRMC	120079	1987	Loadcraft	1LDC23202HB875960	\$ 350.00	1,200.00 ✓	1,550.00	
PRMC	120122	1987	Loadcraft	1LDC23203HB876003	\$ 350.00	1,200.00 ✓	1,550.00	
PRMC	120446	1987	Loadcraft	1LDC23207HB876327	\$ 350.00	1,200.00 ✓	1,550.00	
PRMC	150111	1987	Loadcraft	1LDR45208HB873081	\$ 350.00	1,750.00	2,100.00	
PRMC	150118	1987	Loadcraft	1LDR45200HB873088	\$ 350.00	1,750.00	2,100.00	
PRMC	150582	1987	Loadcraft	1LDR4520XHB873552	\$ 350.00	1,750.00	2,100.00	
PRMC	150608	1987	Loadcraft	1LDR45206HB873578	\$ 350.00	1,750.00	2,100.00	
PRMC	150667	1987	Loadcraft	1LDR45207HB873637	\$ 350.00	1,750.00	2,100.00	
PRMC	150807	1987	Loadcraft	1LDR45207HB873777	\$ 350.00	1,750.00	2,100.00	
PRMC	150827	1987	Loadcraft	1LDR45207HB873797	\$ 350.00	1,750.00	2,100.00	
PRMC	150851	1987	Loadcraft	1LDR45200HB873821	\$ 350.00	1,750.00	2,100.00	
PRMC	150895	1987	Loadcraft	1LDR45209HB873865	\$ 350.00	1,750.00	2,100.00	
PRMC	151153	1987	Loadcraft	1LDR45203HB874123	\$ 350.00	1,750.00	2,100.00	
PRMC	151460	1988	Loadcraft	1LDR452R8JB900980	\$ 350.00	1,750.00	2,100.00	
PRMC	151187	1987	Loadcraft	1LDR45209HB874157	\$ 350.00	1,750.00	2,100.00	✓
PRMC	170036	1987	Loadcraft	1LDE4020XHB870037	\$ 350.00	1,650.00	2,000.00	
PRMC	170037	1987	Loadcraft	1LDE40201HB870038	\$ 350.00	1,650.00	2,000.00	
PRMC	170039	1987	Loadcraft	1LDE4020XHB870040	\$ 350.00	1,650.00	2,000.00	
PRMC	170224	1987	Loadcraft	1LDE40200HB870225	\$ 350.00	1,650.00	2,000.00	
PRMC	170371	1987	Loadcraft	1LDE40202HB870372	\$ 350.00	1,650.00	2,000.00	
PRMC	170625	1987	Loadcraft	1LDE40207HB870626	\$ 350.00	1,650.00	2,000.00	✓

[illegible]



**BILL OF SALE**  
(U.C.C. Sale)

KNOW ALL MEN BY THESE PRESENTS, that, pursuant to Section 9-610 of the Maryland Uniform Commercial Code, Storage Transfer, LLC. ("SELLER"), as secured creditor of Emerald Equipment Leasing, Inc. ("DEBTOR"), for the sum Seventy Three Thousand Seven Hundred Fifty Dollars U.S. (\$ 73,750.00 ), the receipt and adequacy of which are hereby acknowledged, has granted, sold, conveyed, and transferred and by these presents does grant, sell, convey and transfer unto Priority Ro Ro LLC, C/O E. T. Heinsen (the "BUYER"), whose address is George Washington Avenue, 353 Santo Domingo, DR. all of the DEBTOR'S interests and all of the SELLER'S right, title and interest, as secured creditor, in and to the assets listed on Exhibit A (collectively, the ASSETS").

The ASSETS are transferred to the BUYER by the SELLER "where is," in "AS IS" condition and with all faults, WITHOUT ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, to have and to hold the same unto the BUYER, its successors and assigns forever. There is no warranty relating title, to possession, quiet enjoyment or the like.

The BUYER executes this BILL OF SALE for purposes of acknowledging the foregoing disclaimers of warranties. The BUYER further executes this BILL OF SALE to confirm the agreement of the BUYER that any federal, state or local sales, excise, use, transfer, or other tax, if any, imposed on, or resulting from, the transfer of the ASSETS by the SELLER to the BUYER, and any penalties, interest, or other related charges, whether imposed upon the SELLER or the BUYER under applicable law, shall be the responsibility of the BUYER. The BUYER agrees to indemnify the SELLER and hold the SELLER harmless from all such taxes and related charges.

The laws of the State of Pennsylvania shall govern this BILL OF SALE.



07-04-04 16:30 809 221 8686

ET HEINSEN ->12156354771

Pag. 03

IN WITNESS WHEREOF, the SELLER has caused these presents to be executed, sealed and delivered in its name by its authorized representative on this 7 day of April, 2004.

SELLER

STORAGE TRANSFER, LLC.

BY: Arthur B. Davis (SEAL)

Name: Arthur B. Davis  
Title: Authorized Agent

BUYER

PRIORITY RO/RO LLC C/O E. T. HEINSEN

BY: E. T. Heinsen (SEAL)

Name: E. T. Heinsen

Title: Agent for Priority Ro/Ro

April 7, 2004

Schedule A

Sold to Priority Ro/Ro LLC C/O E. T. Heinsen  
Delivered from San Juan, P. R.

(2) 40' Chassis  
(1) 20' Container  
(11) 45' Containers  
(22) Refrigerated Containers  
(25) 40' Containers

Individual unit numbers per attached schedule.

Total amount due \$ 73,750.00

Wire funds to

Account of Storage Transfer, LLC  
Account number 9419286790  
Fleet Bank  
616 Old York Road  
Jenkintown Pa. 19046

ABA #021202162



[illegible]

Lorraine Robbins

To: theinsen@Codetel.net.do

04/07/04 02:32 PM

CC:

Subject: Emerald Equipment

Dear Teddy

I have attached the bill of sale, including the list of equipment we are selling to you at this time. Please sign and return to us via fax 215-635-4771 at once.

We have provided the information for the wire transfer of funds and expect that you shall live up to your agreement and wire the funds on 4/8/04.

For your convenience we have also faxed a copy of this bill of sale to your office.

Based on your agreement and assurance of the above we have released the loaded containers At Priority in San Juan.

Best Regards

Arthur



April 7 do bill of sale 3 d

CEL - SSC



MAY 11, 2004

ARTURO  
MANUEL

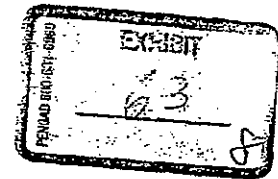
PLEASE DO NOT RELEASE ANY OF THE  
EMERELD EQUIPMENT FROM YOUR LOCATION  
IN SAN JUAN WITHOUT MY SPECIFIC  
RELEASE BY EITHER EMAIL OR FAX

THANK YOU

Arturo B. Davis

E 005009

A-344



Arthur Davis/holtoversight  
08/11/04 07:31 AM

To: arooks@seastarline.com  
cc:  
bcc: ale1234@aol.com  
Subject: Chassis at San Juan

Andy

I understand there are some 40' Emerald chassis at your terminal in San Juan. Please allow Jose' Duenas from Duenas Trailer to inspect these chassis. If he decides to purchase these chassis, the terminal costs for TIR, stacking and gate will be for their account. I will keep you advised.

Thank you

Arthur

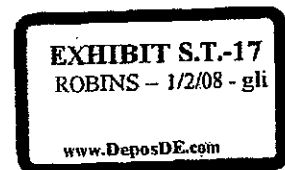


EXHIBIT  
NUMBER 10

E 005387





Arthur Davis/holtoversight  
08/19/04 02:15 PM

To ARooks@seastarline.com  
cc  
bcc  
Subject Emerald Equipment San Juan

Andy:

I understand the following units are located at the SSL terminal in SJU.  
Please release this equipment to Transporte Rivera Collazo. Collazo is responsible for the payment of any and all charges for the Terminal, loading, gate, etc.

Unit numbers are as follows:

Chassis

PRMC 045326, 171112, 172619, 172713, 172811, 172834, 172922

PRMZ 010794, 085419, 089723, 177605

Containers

PRMU 595862, 595124, 595048, 595875, 595546, 595009

595143, 595062, 595586, 595393, 595736

In the event you have any questions in regard to this matter, please feel free to contact me at 215-205-3027.

Regards

Arthur

E 005888

A-346